

**COLLECTIVE AGREEMENT**

**BY AND BETWEEN**

**THE BOARD OF TRUSTEES OF THE BURLINGTON COUNTY COLLEGE**

**AND**

**THE BURLINGTON COUNTY COLLEGE SUPPORTIVE STAFF ASSOCIATION**

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**JULY 1, 1998 THROUGH JUNE 30, 2004**

**June 16, 1998**

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**ARTICLE ONE****PARTIES TO AND DURATION OF THIS AGREEMENT**

This Agreement is entered into by and between the Board of Trustees of the Burlington County College and the Burlington County College Supportive Staff Association. This Agreement shall be effective as of July 1, 1998 and shall continue in effect through June 30, 2004.

## ARTICLE TWO

### DEFINITION OF TERMS

As used in this Agreement, the following terms are defined as indicated:

#### College

The Burlington County College, County Route 530, Pemberton, New Jersey 08068-1599.

#### Board or Employer

Burlington County College Board of Trustees and its authorized representatives.

#### Unit

The Collective Bargaining Unit described in Article Three (Recognition of Employee Representative).

#### Employee and Unit Member

Any individual in the Bargaining Unit recognized in Article Three (Recognition of Employee Representative).

#### Association

The Burlington County College Supportive Staff Association.

#### Agreement

The Collective Agreement by and between the Board of Trustees of the Burlington County College and the Burlington County College Supportive Staff Association covering the period of July 1, 1998 through June 30, 2004.

#### Immediate Supervisor

The Executive or Administrative staff member to whom an employee is directly responsible under the table of organization prevailing at the College.

## ARTICLE THREE

### RECOGNITION OF EMPLOYEE REPRESENTATIVE

#### Section 1: Positions Represented by Association

The Board hereby recognizes the Association as the exclusive collective bargaining representative as defined in applicable State of New Jersey laws and regulations for all those full-time permanent employee positions and part-time permanent (minimum of twenty (20) working hours per week) employee positions of the College enumerated in Appendix I (Positions presented by Association with Assigned Titles and Grades).

#### Section 2: Positions Not Represented by Association

All employee positions not specifically enumerated in Appendix I (Positions Represented by Association with Assigned Titles and Grades) are excluded from the Bargaining Unit and the operation of the Agreement.

#### Section 3: Newly-Created Positions

The Board retains the right to exclude from the Unit any positions created during the term of this Agreement. However, such decisions shall be subject to the grievance procedure.

## ARTICLE FOUR

### SCOPE OF AGREEMENT

#### Section 1: Entire Understanding

1. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation.
2. During the term of this Agreement neither party shall be required to negotiate with respect to any matter, whether or not it is covered within this Agreement and whether or not it was within the knowledge or contemplation of either or both of the parties at the time they negotiated, executed and ratified this Agreement.

#### Section 2: Modification

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

#### Section 3: Conformity to Law

Should any provision of the Agreement be found to be in contravention of existing or future laws, statutes, or regulations, then only that portion of the Agreement which becomes illegal or unenforceable thereby shall become null and void. All other provisions of the Agreement not specifically or indirectly rendered null and void shall remain in full force and effect.

#### Section 4: Compliance with Individual Employment Contracts

1. Employees who hold the following types of positions shall receive individual employment contracts:
  - a. Positions which require individual employment contracts in accordance with applicable laws and regulations.
  - b. Employees who hold positions which are subject to non-operating budget funds for continuation.
2. Any individual employment contract between the Board and an individual employee of the Unit shall be subject to and consistent with the terms and conditions of this Agreement. If an individual employment contract contains any language inconsistent with this Agreement, this Agreement shall be controlling.

#### Section 5: Commitment of Parties

1. The parties hereto accept the provisions of this Agreement as commitments which they will cooperatively and in good faith, honor, support and seek to fulfill.
2. The provisions of the Agreement constitute a binding obligation of the parties for the duration hereof.

3. Any previous adopted policy, rule or regulation of the parties which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement.
4. Nothing in this Agreement which changes pre-existing policies, rules, or regulations of the parties will operate retroactively unless expressly so stated.

**Section 6: Negotiation Procedures for Successor Agreement**

1. The parties agree to follow the negotiation procedures described in applicable State of New Jersey laws, regulations, and rules.
2. Any agreement negotiated shall be:
  - a. Reduced to writing.
  - b. Submitted for ratification to the Board and Association.
  - c. After ratification, formally adopted and signed by both parties.



**ARTICLE FIVE****NOTICE BY ONE PARTY TO THE OTHER**

Whenever any notice is required to be given by either of the parties to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or letter at the following address:

1. **If by Association:** To Board in care of the Executive Director of Human Resources and College Policy Review/Chief Negotiator.
2. **If by Board:** To Association in care of the President.

**ARTICLE SIX****PRINTING OF AGREEMENT**

- Section 1:** The Board will pay for the printing of this Agreement in sufficient quantities so that each employee in the Unit may receive a copy.
- Section 2:** Additional copies shall be printed for distribution to such employees who may be hired during the term of the Agreement.
- Section 3:** Unless mitigating circumstances precludes doing so, the Agreement shall be printed no later than sixty (60) days following the date of final ratification by both parties of the Agreement.

**ARTICLE SEVEN****ASSOCIATION RIGHTS AND RESPONSIBILITIES****Section 1: General Provisions**

The Association shall be entitled to such rights and privileges as are awarded by this Agreement and by law.

**Section 2: Conduct of Association Business****1. Transaction of Official Association Business**

Duly authorized representatives of the Association employed by the College and representatives of the New Jersey Education Association and National Education Association shall be permitted to transact official Association business on College property at reasonable times provided that such activity does not interfere with or interrupt the normal operations of the College which will always have priority.

**2. Release Time for Association Officers**

- a. The duly-elected President, Vice President, Secretary, and Treasurer of the Association will be entitled to a maximum of three (3) hours per week of release time from their regularly assigned College job duties to conduct official Association business.
- b. Such time shall be taken at times mutually agreeable between the Association Officer and her/his College supervisor.
- c. Such time is not cumulative from one (1) week to another.
- d. If there are two or more Association Officers assigned to the same College department, only one such individual may take release time to participate in the conduct of Association business at any given time.
- e. Further, the total maximum possible release time for all officers in the same College department shall not exceed a combined total of three hours per week.

- f. Exceptions may be made to paragraph d and e upon approval of an employee's supervisor in conjunction with the Executive Director of Human Resources and College Policy Review.

### **Section 3: Use of College Property**

#### **1. Use**

With the prior approval of the President or her/his designee, the duly authorized representatives of the Association employed by the College may be permitted use of College facilities and equipment under the following conditions:

- a. Use will be only for official Association business.
- b. Times and places of use will not interfere with, delay, or defer any activities or functions of the College which will always have priority.
- c. Use will not interfere with the assigned College duties of employees.
- d. Times of utilization shall be mutually agreeable among the Association Representative, her/his College supervisor, and the supervisor of the department in which the property is located.

#### **2. Association Liability**

- a. The Association will be responsible for payment of all damages to or loss of equipment and facilities due to the fault of the Association. The Association shall supply at its own cost or reimburse the College for stationery and other consumable items required for its use in carrying on the administrative, financial or operational functions of the Association.
- b. The Association shall pay a pro-rated portion of the cost of equipment maintenance and maintenance repair contracts on those pieces of equipment regularly used by it in the transaction of Association Business. These costs will be determined by the Board and assigned to the Association on an accrual basis consistent with the payment of similar maintenance costs and agreements.

**Section 4: Use of College Mail and Telephone Systems**

1. The Association will be permitted the use of the College communications systems including internal mail and telephone systems.
2. In all uses of the mail systems for Association purposes, the contents must be identified as originating with the Association and must bear the name or signature of an authorized Association representative.
3. Use of the telephone shall be limited to internal use and such outside calls as are in the regular calling area of the College system. Long distance and toll calls shall be paid for by the Association.
4. Use of communication systems shall not interfere with the assigned College duties of employees.

**Section 5: Use of Bulletin Boards**

1. The Association may post notices on mutually agreeable bulletin boards.
2. All materials posted must relate to official business of the Association.

**Section 6: Payroll Deductions for Association Dues**

1. **Introduction**

Deductions from the payroll of any employee represented by the Association for the purpose of paying dues to the Association enumerated in Paragraph 2 below shall be made in accordance with N.J.S.A. 52:14-15.9e and the prevailing business practices of the College.

2. **Association Eligible for Dues Deductions and Representation Fee Deductions**

Burlington County College Supportive Staff Association.

3. **Authorization to Commence Deductions**

- a. All Authorizations for deductions shall be made only in accordance with a properly completed and signed form mutually agreeable to the parties.
- b. Each unit member shall submit her/his written authorization form bearing her/his signature to the Association Treasurer or her/his designee.

- c. Notice of the name of the Association Treasurer and her/his designee shall be submitted by the Association President to the Executive Director of Human Resources and College Policy Review/Chief Negotiator or his/her designee.
- d. The Association Treasurer or his/her designee will submit all completed authorization forms to the Executive Director of Human Resources and College Policy Review/Chief Negotiator or her/his designee. The Executive Director of Human Resources and College Policy Review/Chief Negotiator or her/his designee will only accept authorization forms from the Association Treasurer or her/his designee, not from any other individual unit member. Any form which is incomplete or incorrect will be returned to the Association Treasurer or her/his designee.
- e. All authorization forms must be received by the Executive Director of Human Resources and College Policy Review/Chief Negotiator or her/his designee at least thirty (30) days prior to the date of the first deduction. Deductions shall be made only after properly executed forms have been received by the Executive Director of Human Resources and College Policy Review/Chief Negotiator or her/his designee.

**4. Authorization to Terminate Association Dues Deduction**

- a. A unit member's consent to the College to deduct Association dues will not require annual renewal.
- b. It is the responsibility of any unit member desiring to terminate Association dues deductions to so notify the Association Treasurer or her/his designee in written correspondence bearing the unit member's signature.
- c. Written notifications to terminate Association dues deductions will be submitted by the Association Treasurer or her/his designee to the Executive Director of Human Resources and College Policy Review/Chief Negotiator or her/his designee. The Executive Director of Human Resources and College Policy Review/Chief Negotiator or her/his designee will only accept authorization forms from the designated Association Treasurer or her/his designee and not from any other individual unit member.
- d. Once authorization to make Association dues deductions has been received by the Executive Director of Human Resources and College Policy Review/Chief Negotiator or her/his designee, the College shall continue to make such deductions until notified in writing to stop same or until the employee terminates employment with the College. Notification to stop deductions by any employee who shall remain on the payroll but whose sole desire is to terminate her/his membership in the Association must be received by the Executive Director of Human Resources and College Policy Review/Chief Negotiator or her/his designee a minimum of thirty

(30) working days prior to the desired date of dues cessation. The only acceptable dates of cessation are January 1 and July 1.

5. **Dues Rates**

The Association named in Paragraph 2 hereinbefore shall certify to the Executive Director of Human Resources and College Policy Review/Chief Negotiator or her/his designee in writing, the rate of its membership dues a minimum of thirty (30) working days prior to each September 1.

6. **Payroll Deductions**

a. **Deduction Schedule**

Each fiscal year, one twentieth (0.05) of the total annual deductions of any and all Associations described in Paragraph 2 above for which proper authorization has been received by the Executive Director of Human Resources and College Policy Review/Chief Negotiator or her/his designee shall be deducted from the employee's first and second paychecks of each month commencing in September and terminating in June. No deductions will be made in July or August.

b. A deduction will be made only if there is available an amount sufficient to cover, in full, the authorization after the priority of all remaining statutory and other payroll deductions have been met. Failure to have sufficient net pay available for the College to perform the full Association dues deductions will relieve the Board of its responsibility to collect that amount from the unit member for that pay period.

c. Remittance of deductions shall be made to the Association Treasurer by the College Accounting Department no later than the 15th of the month following that in which the deductions were made.

d. Upon the termination of employment of any employee, the College will not collect any monies for unpaid dues for months subsequent to the employee's termination date.

e. The Executive Director of Human Resources and College Policy Review/Chief Negotiator or her/his designee shall notify the Association of the termination of any unit member within one (1) working day of the time such notification is received by her/him.

**Section 7: Payroll Deductions for Representation Fee**

1. **Introduction**

a. If an employee does not become a member of the Association during any membership year (i.e. from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a Representation Fee to the Association for that membership year. The purpose of this fee will be to offset the employee's

per capita cost of services rendered by the Association as majority representative.

- b. Under the authority of N.J.S.A. 34:13A-5,6,7, and 8, the College shall, in accordance with the provisions stated herein and the prevailing business practices of the College, deduct from the payroll of any unit member who is not a member of the Association an amount equivalent to 85% of the regular membership dues, initiation fees and assessments charged by the Association to its own members less the cost of benefits financed through the dues, fees, and assessments and available to or benefiting only its members but in no event shall such fee exceed 85% of the regular membership dues, fees, and assessments. This representation fee shall be in lieu of dues for services rendered by the Association to unit members who are not members of the Association.

## 2. Demand and Return System

It is the sole responsibility of the Association to have established and continue to maintain a demand and return system which provides:

- a. Pro rata returns as described in N.J.S.A. #34: 13A-5,6,7, and 8.
- b. A provision by which employees who pay a representation fee in lieu of dues may obtain review of the amount returned through full and fair procedures placing the burden of proof on the Association. Any such appeals shall be processed through this system and not through the Grievance Procedure contained in Article Twenty-Seven of this Agreement.

## 3. Association Membership Not Required

Collection of this representation fee does not require any Unit member to become an Association member.

## 4. Payroll Deductions

### a. Effective Date of Commencement of Deductions

1. For employees who have successfully completed the probationary period and who are on the payroll as of August 31 of each year:  
The first paycheck following September 1 of each year.
2. For employees on payroll who have not successfully completed the probationary period prior to September 1:  
The first paycheck of the month following the month in which the employee successfully completes her/his probationary period.
3. For employees reentering the unit who served in a position included in the unit who continued in the employ of the College in a non-unit position and for employees who are recalled from layoff:



The first paycheck of the month following the successful completion of the first forty (40) working days of employment in a unit position following employee's reentry into the unit.

b. Deduction Schedule

Each year, one twentieth (0.05) of the total annual representation fee deductions shall be deducted from the employee's first and second paychecks of each month commencing in September and terminating in June. No deductions will be made in July or August.

c. Priority of Deduction

A deduction will be made only if there is available an amount sufficient to cover, in full, the representation fee after the priority of all remaining statutory and other payroll deductions have been met. Failure to have sufficient net pay available for the College to perform the full representation fee deductions will relieve the Board of its responsibility to collect that amount from the unit member for that pay period.

d. Remittance of Deductions

Remittance of deductions shall be made to the Association Treasurer or her/his designee by the College Accounting Department no later than the 15th of the month following that in which the deductions were made.

e. Termination of Employment

Upon the termination of employment of any employee, the College will not collect any monies for unpaid representation fee deductions for months subsequent to the employee's termination date.

5. Determination of Employees from Whose Paychecks the Representation Fee is to be Deducted

- a. On or about the last day of each month, the Executive Director of Human Resources and College Policy Review/Chief Negotiator or her/his designee will submit to the Association Treasurer or her/his designee a list (including names, position titles, and dates of employment) of all employees who began their employment in a unit position during that month.
- b. On July 1 of each year the Association Treasurer or her/his designee will submit to the Executive Director of Human Resources and College Policy Review/Chief Negotiator or her/his designee a list of those employees who have not become members of the Association for the membership commencing on September 1 of that year.

6. **Indemnification of College**

The Association shall indemnify and hold the College harmless against any and all claims, demands, suits, and/or other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses, that may arise out of or by reason of any action taken or not taken by the College in conformance with this provision of the Agreement.

**ARTICLE EIGHT****EMPLOYEE RIGHTS AND RESPONSIBILITIES****Section 1: Employee Job Responsibilities**

1. Employees shall be required to report to designated work locations at scheduled times.
2. Notification to Supervisor of Absence
  - a. Each employee has the responsibility to notify her/his supervisor if she/he is going to be tardy or absent.
  - b. If an employee is not able to attend work on time, then she/he must call her/his supervisor within the first thirty (30) minutes of her/his assigned work day to advise her/him of that fact. If the employee does not call in, she/he will not be paid for the period unless circumstances beyond her/his control preclude her/his call.
  - c. Requests for leave of absence may be made in accordance with the provisions of Article Twenty-one, Leaves of Absence (Pages 49-63).
  - d. The College reserves the right to deduct an employee's salary for excessive lateness regardless of the length of time of any such lateness and regardless of the fact that she/he may have leave time and/or compensatory time available which could otherwise cover such lateness. Prior to any deduction being made, the employee's supervisor will consult with the Executive Director of Human Resources and College Policy Review/Chief Negotiator. Any mitigating circumstances would be considered and evaluated on a case by case basis; each case to be decided on its individual merits. The employee shall be provided with prior written warning notice of possible deductions in the future should a problem persist.

**Section 2: Disciplining of Employees**

No employee shall be officially and formally disciplined or otherwise affected in her/his position unless with just cause except as shall be provided in Article Thirteen (Probationary Period).

**ARTICLE NINE****PROTECTION OF EMPLOYEES****1. Dangerous Conditions**

Each employee shall immediately report unsafe or hazardous conditions to her/his immediate supervisor.

**2. Report of Injuries**

Each employee shall immediately report injuries suffered by her/him in connection with her/his employment to her/his immediate supervisor.

**3. Safety Committee**

- a. A joint committee composed of two (2) representatives of the Board and two (2) representatives of the Association shall conduct safety inspections of the campus as may be deemed appropriate and necessary.
- b. The committee shall make suitable recommendations to the Board or its designee for its guidance and information.

## ARTICLE TEN

### **BOARD AND MANAGEMENT RIGHTS AND RESPONSIBILITIES**

**Section 1:** The Board hereby retains and reserves unto itself and its appointed management and administrative personnel without limitations, all powers, authorities, duties, and responsibilities conferred upon and vested in it by law and those commonly associated with its level of direction and control. These include, but without limiting the generality of the foregoing rights, the following:

1. Full jurisdiction and authority over matters of policy.
2. The executive management and administrative control of the College and its properties and the facilities of its employees.
3. Hiring of all employees and, subject to the provisions of law and this Agreement, determining their qualifications and conditions for their continued employment or dismissal or duration.
4. To promote and transfer all employees subject to the provisions of this Agreement.
5. To determine job descriptions, job classifications, position grade assignments and qualifications for positions.
6. To relieve employees from duties through layoff, suspension, or termination, as hereinafter provided, in order to maintain the efficiency of the College.
7. To determine the methods, means, personnel, and size of work force by which the operations of the College are to be conducted.
8. To take whatever actions the Board may deem necessary to carry out the mission of the College in any situation whatsoever to the extent provided by this Agreement.

**Section 2:** The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only to the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with applicable laws.

**Section 3:** Nothing in this Agreement, except as specifically referred to or identified, shall be interpreted to subordinate, waive, preclude or deny the Board the right to conduct the business of the College in accordance with current or past practices, policies or procedures, nor to perform its responsibilities as custodians of the property of the College nor to exercise its judgment and decision action to the extent that such actions are not in contravention of the law.

**ARTICLE ELEVEN**  
**NON-DISCRIMINATION**

**Section 1:** The provisions of the Agreement shall be applied equally to all employees.

**Section 2:** The parties agree to adhere to applicable laws and regulations pertaining to non-discrimination

**ARTICLE TWELVE****POSITION VACANCY ANNOUNCEMENT POSTING PROCEDURES**

1. The Executive Director of Human Resources and College Policy Review/Chief Negotiator or her/his designee shall post notices of position vacancies in the College on the Human Resources Department bulletin board.
2. The title of the position and the procedure for application shall be included in such notices.
3. The notices shall be posted a minimum of ten (10) working days before a position can be filled on a permanent basis.
4. Each position shall be posted at its authorized grade level.
5. An employee who applies for a position vacancy will be apprised by the Human Resources Department at key stages of the recruitment process of the status of her/his application and shall have the right to check on the status of her/his application with the Human Resources Department.

## ARTICLE THIRTEEN

### PROBATIONARY PERIOD

#### Section 1: General Information

1. The first sixty (60) working days actually worked by an employee will be a probationary period for a supervisor and the new employee.
2. By definition, a probationary period employee is not permanent.

#### Section 2: Termination During Probationary Period

1. During the probationary period an employee may be terminated at any time without prior notice or without two (2) weeks pay in lieu of two (2) weeks notice.
2. Notice of termination by the completion of the final day of the probationary period shall not be subject to the Grievance Procedure (Article Twenty-Seven) or the Procedure for Handling Employee Performance Requiring Corrective Action or Discharge (Article Twenty-Six).
3. If the Board decides to give prior notice of termination to a probationary period employee and such notice of termination is given by the completion of the final day of the probationary period, no benefits or rights under this Agreement will accrue should the actual termination date extend beyond the final day of the probationary period.

#### Section 3: Eligibility for Benefits

##### 1. Leave Time

- a. The only leave time for which probationary period employees shall be eligible are vacation and personal sick (i.e. not sick leave pool) days.
- b. If an employee does not successfully complete the probationary period, the Board shall deduct from the employee's final paycheck any vacation or sick days which the employee may have taken.

##### 2. Holidays

Probationary period employees are eligible for holiday pay under the same conditions as other employees.

##### 3. Insurance

Enrollment in the Public Employees Retirement Systems (PERS) and State Health Benefits Program or State of New Jersey Division of Pensions approved Health Maintenance Organization (HMO) shall be in accordance with the rules, regulations, and policies promulgated by the appropriate State Agencies. Enrollment in the Dental Program shall be in accordance



with the rules, regulations, and policies promulgated by the College and/or insurance carrier.

4. **Other Benefits**

- a. The benefits indicated in Paragraphs 1,2, and 3 above are the only benefits for which probationary period employees are eligible.
- b. Probationary period employees are not eligible for any other benefits.

## ARTICLE FOURTEEN

### EMPLOYEE PERFORMANCE EVALUATION

#### Section 1: Timing

1. Each employee shall be evaluated by her/his supervisor at least once a year.
2. The regular annual evaluation shall be conducted within thirty (30) days prior to or after the employee's anniversary date of permanent employment with the College.

#### Section 2: Evaluation Procedures

1. The evaluation shall be discussed by the employee and her/his supervisor. Nothing shall be attached to the evaluation form that has not been shown to and discussed with the employee. Any additional documents to the normal evaluation form must be signed by the employee or if the employee refuses to sign, that fact shall be noted as indicated in Paragraph 4.
2. The supervisor shall make any appropriate recommendations for improving the employee's performance in the evaluation.
3. The employee shall have the opportunity to respond in writing to any evaluation within five (5) working days of the date the evaluation is discussed by the employee and the supervisor. Any such response shall be attached to and become a part of the evaluation documentation. The evaluation documentation including the employee's response, if any, shall be maintained in the employee's personnel file.
4. The employee should sign the evaluation. However, the employee's signature shall not necessarily mean concurrence with the evaluation but will indicate that the employee has read the evaluation. If an employee does not wish to sign the form, the supervisor will indicate the following statement on the employee's signature line of the form.

"Evaluation discussed with employee; employee does not wish to sign form. Date of Discussion: \_\_\_\_\_".

5. Distribution of Evaluation Form:

Employee's personnel file (original)

Employee

Employee's supervisor.

## ARTICLE FIFTEEN

### WORK PERIODS AND OVERTIME

#### Section 1: Work Periods

##### 1. Work Periods

The Board retains the right to employ and assign Unit members on a ten (10) or twelve (12) month basis or on any other basis it deems appropriate.

##### 2. Work Week

a. The normal work week for full-time employees shall consist of five (5) days. Other arrangements may also be made upon mutual agreement of the College and the employee.

b. For the purpose of determining the work week, the following shall count as regular work days insofar as the employee receives full pay for same:

- Holidays
- Sick Days
- Personal Days
- Vacation Days
- Other approved paid leaves

##### c. Work Week Length

- (1) Maintenance and custodial personnel will work forty (40) hours per week.
- (2) All other unit members will work thirty-five (35) hours per week.

##### d. Work Day and Hours

- (1) The work day for employees occupying forty (40) hour per week positions shall consist of eight (8) hours of work per day. Other arrangements may also be made upon mutual agreement of the College and the employee.

- (2) The work day for employees occupying thirty-five (35) hour per week positions shall consist of seven (7) hours of work per day. Other arrangements may also be made upon mutual agreement of the College and the employee.
- (3) Prior notice of twelve (12) working days must be given to employees regarding changes in normal working hours (excluding overtime).
  - (a) Unpredictable extreme emergency situations shall be exempted from this requirement.
  - (b) Other arrangements may also be made upon mutual agreement of an employee and her/his College supervisor.
- (4) An employee must have a minimum of eight (8) consecutive hours off between the quitting time of one shift and the starting time of her/his next shift.
  - (a) Emergency situations shall be exempted from this requirement.
  - (b) Other arrangements may also be made upon mutual agreement of an employee and her/his College Supervisor.

e. Meal Breaks

- (1) Employees must be permitted to take forty-five (45) minute uninterrupted meal break. This meal break must start no later than four (4) hours after the employee's normal work day starting time. Other arrangements may also be made upon mutual agreement of an employee and her/his supervisor.
- (2) If the meal break is interrupted by a College administrator to enable an employee to conduct College business, such time shall be compensated.

Section 2: Overtime

1. General Rules

- a. All overtime must have the prior written approval of the employee's supervisor or her /his designee. Exceptions may be made by the employee's supervisor in cases of emergency call-in time.

- b. In order to be eligible for compensation, overtime must consist of segments of a minimum of fifteen (15) consecutive minutes in length.

## 2. Compensatory Time

- a. Any employee who works a thirty-five (35) hour work week shall ordinarily accrue one (1) hour of compensatory time for the 36th through 40th hours worked during any given work week. However, the employee's immediate administrative supervisor may recommend overtime wage payment instead of compensatory time through any intermediate supervisor(s) to the appropriate vice president. Any such payment will be made at the employee's regular (straight time - 1x) hourly rate.
- b. Any part-time employee shall ordinarily accrue one (1) hour of compensatory time for each of the first five (5) hours of overtime worked in excess of her/his normal number of working hours during any given work week. However, the employee's immediate administrative supervisor may recommend overtime wage payment instead of compensatory time through any intermediate supervisor(s) to the appropriate vice president. Any such payment will be made at the employee's regular (straight time - 1x) hourly rate.
- c. Any employee who works in excess of forty (40) hours in any given work week and who expresses a preference for compensatory time in lieu of overtime wage payment shall accrue one and one-half (1.5) hours of compensatory time for the forty-first (41st) hour and each additional hour worked during that work week.
- d. Any employee who works on a day which is not part of her/his regular work week and who expresses a preference for compensatory time in lieu of overtime wage payment shall accrue one and one-half (1.5) hours of compensatory time for each such hour worked.
- e. Any employee called to work outside of her/his regularly scheduled shift and who expresses a preference for compensatory time in lieu of overtime wage payment shall accrue a minimum of two (2) hours of compensatory time.
- f. Forty (40) hour per week employees who are required to work when the College is closed for employees in accordance with the provisions of Article Sixteen (Closing of the College), will receive compensatory time for the first eight (8) hours worked. Such compensatory time will be granted at the rate of one and one-half (1.5) hours of compensatory time for each hour worked. Any time worked in excess of eight (8) hours will be compensated in accordance with the provisions of Paragraphs 2 and 3. (Reference Paragraph g on Page 35 and Article Sixteen, Section 5 on Page 36).
- g. Employees may accrue compensatory time until a maximum of seventy (70) hours of unused compensatory time is accrued as indicated on the official time records of the employee's supervisor or her/his designee.

Any overtime hours worked in excess of the maximum accrual limit of seventy (70) hours of compensatory time shall be paid to the employee as follows:

- (1) Straight time (1x) the employee's hourly rate for the 36th through 40th hours worked during any given work week.
  - (2) Time and one-half (1.5x) the employee's hourly rate for the 41st and successive hours worked during any given work week.
  - (3) Any such overtime hours shall be paid as stipulated in Paragraph g (1) and (2) until such time as the employee utilizes some of her/his compensatory time and her /his compensatory time accrual falls below the maximum accrual limit of seventy (70) hours.
  - (4) Compensatory time shall again be accrued for any overtime hours worked until such time as the maximum accrual limit of seventy (70) hours is one more attained.
- h. Compensatory time shall be taken at time agreeable to the employee's supervisor or her/his designee.
  - I. Upon termination of employment, there will be no payment for any accrued unused compensatory time.

### 3. Overtime Wage Payments

- a. Any employee shall have the right to take compensatory time in lieu of overtime wage payments if she/he so desires.
- b. In the case of an extreme budgetary condition as determined by the College, the College shall have the right to require an employee who works overtime to take compensatory time even if the employee expresses a preference for overtime wage payment.
- c. Any employee who works a thirty-five (35) hour work week shall ordinarily accrue one (1) hour of compensatory time for the 36th through 40th hours worked during any given work week. However, the employee's immediate administrative supervisor may recommend overtime wage payment instead of compensatory time through any intermediate supervisor(s) to the appropriate vice president. Any such payment will be made at the employee's regular (straight time - 1x) hourly rate.
- d. Any employee who works in excess of forty (40) hours in any given work week and who expresses a preference for overtime wage payment in lieu of compensatory time shall be paid at the rate of time and one-half (1.5x) the regular (straight time-1x) hourly rate of the employee for the forty-first hour and each additional hour worked during that work week except as provided in Paragraph 2 f, (Page 30).

- e. Any employee who works on a day which is not part of her/his regular work week and who expresses a preference for overtime wage payment in lieu of compensatory time, shall be paid at the rate of time and one-half (1.5x) the regular (straight time - 1x) hourly rate of the employee for each such hour worked.
- f. Any employee called to work outside of her/his regularly scheduled shift who expresses a preference for overtime wage payment in lieu of compensatory time shall be paid for a minimum of two (2) hours of work.
- g. Forty (40) hour per week employees who are required to work when the College is closed for employees in accordance with the provisions of Article Sixteen (Closing of the College) will receive compensatory time for the first eight (8) hours worked. Such compensatory time will be granted at the rate of one and one-half (1.5) hours of compensatory time for each hour worked. Any time worked in excess of eight (8) hours will be compensated in accordance with the provisions of Paragraphs 2 and 3. (Reference: Paragraph f on Page 33 Article Sixteen Section 5 on Page 36).

4. **Provision of Evening Meal**

The College will provide a meal to an employee who is required to work a minimum of two (2) hours of overtime in any single evening during a period recognized by the College as a peak workload period (e.g. registration period).

**ARTICLE SIXTEEN**  
**CLOSING OF THE COLLEGE**

**Section 1:**

Nothing in this Agreement shall require the Board to keep the College open in the event of severe inclement weather or when otherwise prevented by health conditions, catastrophes, emergencies, or Acts of God.

**Section 2:**

The President of the College or her/his designee shall have the sole and exclusive power to determine when the College shall be closed.

**Section 3:**

When the College is closed to students due to such conditions, employees shall not be required to report to work or remain at work (in the case of an early closing) unless otherwise directed; the Board may, at its sole and exclusive option, require employees to work.

**Section 4:**

If, however, in the Board's discretion, the College is to remain open, all employees must meet their assigned job obligations. In the event she/he fails to do so, the employee's absence shall be charged against the employee's vacation or personal leave or, if no such leave time is available, then it will be deducted as time off without pay.

**Section 5:**

Forty (40) hour per week employees who are required to work when the College is closed for employees in accordance with the provisions of Article Sixteen (Closing of the College) will receive compensatory time for the first eight (8) hours worked. Such compensatory time will be granted at the rate of one and one-half (1.5) hours of compensatory time for each hour worked. Any time worked in excess of eight (8) hours will be compensated in accordance with the provisions of Article Fifteen, Work Periods and Overtime, Section 3, Paragraph 2f on Page 33 and Paragraph 3g on Page 35.



## **ARTICLE SEVENTEEN**

### **SALARY INCREASES AND RANGES**

#### **Section 1: General Provisions**

1. No employee's base annual salary rate shall exceed the salary range maximums stipulated for her/his grade.
2. No employee shall be denied her/his salary increase without just cause.
3. Any eligible part-time employee will receive any appropriate prorated increase in her/his part-time salary rate or hourly wage rate.

#### **Section 2: Salary Ranges**

Salary ranges for unit positions will be as indicated in and under the conditions described in Appendix II (Supportive Staff Salary Range Charts).

#### **Section 3: Special Payments**

1. A payment of \$200.00 will be made to each unit member in the first paycheck of her/his individual base employment contract period for the 1998-1999 fiscal year. This payment will not be included in any unit member's base salary rate.
2. A payment of \$200.00 will be made to each unit member in the first paycheck of her/his individual base employment contract period for the 2003-2004 fiscal year. This payment will not be included in any unit member's base salary rate.

#### **Section 4: Base Annual Salary Rate Increases**

1. Fiscal Year 1999 (July 1, 1998 - June 30, 1999)

##### **a. Category 1 Employees**

##### **(1) Qualifications for this Category**

In order to qualify for this category, employees must:

- Be on the active payroll of the College in a unit position receiving payment as of both June 30, 1998 and the date on which this salary increase is first reflected in employee paychecks.
- Have had no break (excluding any time spent on layoff status) in active employment service to the College between January 1, 1998

and the date on which this salary increase is first reflected in employee paychecks.

- Have received payment for a minimum of one hundred and thirty (130) working days in Fiscal Year 1998 (July 1, 1997 - June 30, 1998).
- Have received the recommendation of the immediate supervisor, any appropriate intermediate supervisors, the appropriate Vice President and approval by the President based on satisfactory evaluation.

(2) Increase

3.0% increase of individual employee's base annual salary rate effective July 1, 1998

Example: \$23,500 Base annual salary rate as of 6/30/98  
                   +705 (3.0%)  
                   \$24,205 Base annual salary rate as of 7/1/98

b. Category 2 Employees

(1) Qualifications for this Category

In order to qualify for this category, employees must:

- Have commenced employment with the College in a unit position on or after January 1, 1998 and be on the active payroll of the College in a unit position receiving payment as of the date on which this salary increase is first reflected in employee paychecks.
- Have had no break in active employment service to the College since first being employed by the College.
- Have a salary rate which is less than the minimum of the salary range of the employee's salary grade.
- Have received the recommendation of the immediate supervisor, any appropriate intermediate supervisors, the appropriate Vice President and approval by the President based on satisfactory evaluation.

(2) Increase

The salary increase necessary to elevate the employee's base annual salary rate to the minimum of the salary range of the employee's salary grade will be added to the individual's base annual salary rate effective on the employee's date of employment in a unit position or the initial effective date of the increase (whichever is the latest date).

**Section 5: Base Annual Salary Rate Increase for Fiscal Year 2000 (July 1, 1999 - June 30, 2000)**

**a. Category 1 Employees**

**(1) Qualifications for this Category**

In order to qualify for this category, employees must:

- Be on the active payroll of the College in a unit position receiving payment as of both June 30, 1999 and the date on which this salary increase is first reflected in employee paychecks.
- Have had no break (excluding any time spent on layoff status) in active employment service to the College between January 1, 1999 and the date on which this salary increase is first reflected in employee paychecks.
- Have received payment for a minimum of one hundred and thirty (130) working days in Fiscal Year 1999 (July 1, 1998 - June 30, 1999).
- Have received the recommendation of the immediate supervisor, any appropriate intermediate supervisors, the appropriate Vice President and approval by the President based on satisfactory evaluation.

**(2) Increase**

3.5% increase of individual's base annual salary rate effective July 1, 1999.

**Example:**     \$24,205 Base Annual Salary Rate as of 6/30/99  
                       +847 (3.5%)  
                       \$25,052 Base Annual Salary Rate as of 7/1/99

b. Category 2 Employees

(1) Qualifications for this Category

In order to qualify for this category, employees must:

- Have commenced employment with the College in a unit position on or after January 1, 1999 and be on the active payroll of the College in a unit position receiving payment as of the date on which this salary increase is first reflected in employee paychecks.
- Have had no break in active employment service to the College since first being employed by the College.
- Have a salary rate which is less than the minimum of the salary range of the employee's salary grade.
- Have received the recommendation of the immediate supervisor, any appropriate intermediate supervisors, the appropriate Vice President and approval by the President based on satisfactory evaluation.

(2). Increase

The salary increase necessary to elevate the employee's base annual salary rate to the minimum of the salary range of the employee's salary grade will be added to the individual's base annual salary rate effective on the employee's date of employment in a unit position or the initial effective date of the increase (whichever is the latest date).

Section 6: Base Annual Salary Rate Increase for Fiscal Year 2001 (July 1, 2000 - June 30, 2001)

a. Category 1 Employees

(1) Qualifications for this Category

In order to qualify for this category, employees must:

- Be on the active payroll of the College in a unit position receiving payment as of both June 30, 2000 and the date on which this salary increase is first reflected in employee paychecks.

- Have had no break (excluding any time spent on layoff status) in active employment service to the College between January 1, 2000 and the date on which this salary increase is first reflected in employee paychecks.
- Have received payment for a minimum of one hundred and thirty (130) working days in Fiscal Year 2000 (July 1, 1999 - June 30, 2000).
- Have received the recommendation of the immediate supervisor, any appropriate intermediate supervisors, the appropriate Vice President and approval by the President based on satisfactory evaluation.

(2) Increase

3.5% increase of individual's base annual salary rate effective July 1, 2000.

Example:      \$25,052 Base Annual Salary Rate as of 6/30/2000  
                               +877 (3.5%)  
                               \$25,929 Base Annual Salary Rate as of 7/1/2000

b. Category 2 Employees

(1) Qualifications for this Category

In order to qualify for this category, employees must:

- Have commenced employment with the College in a unit position on or after January 1, 2000 and be on the active payroll of the College in a unit position receiving payment as of the date on which this salary increase is first reflected in employee paychecks.
- Have had no break in active employment service to the College since first being employed by the College.
- Have a salary rate which is less than the minimum of the salary range of the employee's salary grade.
- Have received the recommendation of the immediate supervisor, any appropriate intermediate supervisors, the appropriate Vice President and approval by the President based on satisfactory evaluation.

(2) Increase

The salary increase necessary to elevate the employee's base annual salary rate to the minimum of the salary range of the employee's salary grade will be added to the individual's base annual salary rate effective on the employee's date of employment in a unit position or the initial effective date of the increase (whichever is the latest date).

**Section 7: Base Annual Salary Rate Increase for Fiscal Year 2002 (July 1, 2001 - June 30, 2002)**

**a. Category 1 Employees**

**(1) Qualifications for this Category**

In order to qualify for this category, employees must:

- Be on the active payroll of the College in a unit position receiving payment as of both June 30, 2001 and the date on which this salary increase is first reflected in employee paychecks.
- Have had no break (excluding any time spent on layoff status) in active employment service to the College between January 1, 2001 and the date on which this salary increase is first reflected in employee paychecks.
- Have received payment for a minimum of one hundred and thirty (130) working days in Fiscal Year 2001 (July 1, 2000 - June 30, 2001).
- Have received the recommendation of the immediate supervisor, any appropriate intermediate supervisors, the appropriate Vice President and approval by the President based on satisfactory evaluation.

**(2) Increase**

3.5% increase of individual's base annual salary rate effective July 1, 2001.

**Example:**      \$25,929 Base Annual Salary Rate as of 6/30/2001  
                               +908 (3.5%)  
                               \$26,837 Base Annual Salary Rate as of 7/1/2001

b. Category 2 Employees

(1) Qualifications for this Category

In order to qualify for this category, employees must:

- Have commenced employment with the College in a unit position on or after January 1, 2001 and be on the active payroll of the College in a unit position receiving payment as of the date on which this salary increase is first reflected in employee paychecks.
- Have had no break in active employment service to the College since first being employed by the College.
- Have a salary rate which is less than the minimum of the salary range of the employee's salary grade.
- Have received the recommendation of the immediate supervisor, any appropriate intermediate supervisors, the appropriate Vice President and approval by the President based on satisfactory evaluation.

(2) Increase

The salary increase necessary to elevate the employee's base annual salary rate to the minimum of the salary range of the employee's salary grade will be added to the individual's base annual salary rate effective on the employee's date of employment in a unit position or the initial effective date of the increase (whichever is the latest date).

Section 8: Base Annual Salary Rate Increase for Fiscal Year 2003 (July 1, 2002 - June 30, 2003)

a. Category 1 Employees

(1) Qualifications for this Category

In order to qualify for this category, employees must:

- Be on the active payroll of the College in a unit position receiving payment as of both June 30, 2002 and the date on which this salary increase is first reflected in employee paychecks.
- Have had no break (excluding any time spent on layoff status) in active employment service to the College between January 1, 2002

and the date on which this salary increase is first reflected in employee paychecks.

- Have received payment for a minimum of one hundred and thirty (130) working days in Fiscal Year 2002 (July 1, 2001 - June 30, 2002).
- Have received the recommendation of the immediate supervisor, any appropriate intermediate supervisors, the appropriate Vice President and approval by the President based on satisfactory evaluation.

(2) **Increase**

3.5% increase of individual's base annual salary rate effective July 1, 2002.

**Example:**      \$26,837 Base Annual Salary Rate as of 6/30/2002  
                               +939 (3.5%)  
                               \$27,776 Base Annual Salary Rate as of 7/1/2002

b. **Category 2 Employees**

(1) **Qualifications for this Category**

In order to qualify for this category, employees must:

- Have commenced employment with the College in a unit position on or after January 1, 2002 and be on the active payroll of the College in a unit position receiving payment as of the date on which this salary increase is first reflected in employee paychecks.
- Have had no break in active employment service to the College since first being employed by the College.
- Have a salary rate which is less than the minimum of the salary range of the employee's salary grade.
- Have received the recommendation of the immediate supervisor, any appropriate intermediate supervisors, the appropriate Vice President and approval by the President based on satisfactory evaluation.



(2) Increase

The salary increase necessary to elevate the employee's base annual salary rate to the minimum of the salary range of the employee's salary grade will be added to the individual's base annual salary rate effective on the employee's date of employment in a unit position or the initial effective date of the increase (whichever is the latest date).

**Section 9: Base Annual Salary Rate Increase for Fiscal Year 2004 (July 1, 2003 - June 30, 2004)**

**a. Category 1 Employees**

**(1) Qualifications for this Category**

In order to qualify for this category, employees must:

- Be on the active payroll of the College in a unit position receiving payment as of both June 30, 2003 and the date on which this salary increase is first reflected in employee paychecks.
- Have had no break (excluding any time spent on layoff status) in active employment service to the College between January 1, 2003 and the date on which this salary increase is first reflected in employee paychecks.
- Have received payment for a minimum of one hundred and thirty (130) working days in Fiscal Year 2003 (July 1, 2002 - June 30, 2003).
- Have received the recommendation of the immediate supervisor, any appropriate intermediate supervisors, the appropriate Vice President and approval by the President based on satisfactory evaluation.

**(2) Increase**

3.0% increase of individual's base annual salary rate effective July 1, 2003.

**Example:**      \$27,776 Base Annual Salary Rate as of 6/30/2003  
                               +833 (3.0%)  
                               \$28,609 Base Annual Salary Rate as of 7/1/2003

b. Category 2 Employees

(1) Qualifications for this Category

In order to qualify for this category, employees must:

- Have commenced employment with the College in a unit position on or after January 1, 2003 and be on the active payroll of the College in a unit position receiving payment as of the date on which this salary increase is first reflected in employee paychecks.
- Have had no break in active employment service to the College since first being employed by the College.
- Have a salary rate which is less than the minimum of the salary range of the employee's salary grade.
- Have received the recommendation of the immediate supervisor, any appropriate intermediate supervisors, the appropriate Vice President and approval by the President based on satisfactory evaluation.

(2) Increase

The salary increase necessary to elevate the employee's base annual salary rate to the minimum of the salary range of the employee's salary grade will be added to the individual's base annual salary rate effective on the employee's date of employment in a unit position or the initial effective date of the increase (whichever is the latest date).

## ARTICLE EIGHTEEN

### PERSONNEL SALARY ACTIONS

#### Section 1: Promotion

1. **Definition:** Elevation to a higher graded position.
2. **Eligibility:**

Length of Employment Service	Eligibility for Promotion
Probationary or Evaluation Period	None
First Month Following Probationary or Evaluation Period	Within Employee's Own Department
Second Month Following Probationary or Evaluation Period	Anywhere within the College

#### 3. Application Procedures

Employees who wish to apply for a promotional opportunity shall:

- a. Apply for a specific position vacancy as advertised in accordance with Article Twelve (Position Vacancy Announcement Posting Procedures).
- b. Obtain, complete, and submit a Promotion/Transfer Request Form (available in the Human Resources Department).

This form shall include the following:

- Name of Employee
  - Title and/Department of Position Applied for
  - Date of Application
- c. The Human Resources Department shall arrange interviews for qualified applicants selected for interview with the appropriate supervisor.
  - d. The Human Resources Department shall notify all candidates of the decision to promote or not to promote them.

#### 4. Evaluation Period

- a. Employees who are promoted shall undergo an evaluation period consisting of the first forty-five (45) working days actually worked by the employee in the new position.
- b. If performance problems are evident by the twenty-second day of the evaluation period, an interim evaluation shall be conducted within five (5) working days. Any such interim evaluation shall indicate any problem areas and/or specific performance deficiencies. The supervisor shall be as specific as reasonably possible in recommending courses of corrective action that seem to be indicated.

However, nothing shall preclude the College from handling any problems that become evident following any such interim evaluation.

In any case, the final evaluation period conducted at the end of the evaluation period will determine whether or not the employee successfully completes the evaluation period.

- c. If the employee does not fulfill the requirements of the new position and her/his former position is vacant and the College intends to fill the position, the employee shall be assigned to the position.
- d. If the employee does not fulfill the requirements of the new position and her/his former position is filled or the College does not intend to fill it, the employee will be placed on layoff status and shall be subject to the provisions of Section 3 of Article Twenty-Three (Registration, Discharge, Suspension, Layoff) under the following conditions.
  - (1) If the promotion was initiated by the employee, she/he will not have bumping rights but will have the rights to recall.
  - (2) If the employee was placed in a new position by the College, she/he will have bumping rights and rights to recall.

#### 5. Salary Increase for Promoted Individuals

- a. Shall be calculated at the rate of 5% above present annual base salary rate for each grade of evaluation the promotion represents.
- b. Such percentage increases shall be calculated on a cumulative basis.
- c. However, should the resulting base annual salary rate be less than the minimum salary of the new grade, the employee's base annual salary rate shall be elevated to that minimum.

## **Section 2: Transfer**

1. **Definition:** A lateral movement from one position to another position of equal grade.
2. **Eligibility:** As described in Section 1, Paragraph 2.
3. **Application Procedures:** As described in Section 1, Paragraph 3.
4. **Evaluation Period:** As described in Section 1, Paragraph 4.
5. **Salary:** Base annual salary rate shall remain the same as current base annual salary rate.

## **Section 3: Reclassification**

- a. Reassignment of a position title from one grade to a higher or lower grade.
- b. Change in position classification of a position (e.g. from Accountant I to Accountant II).

### **1. Eligibility**

- a. Position incumbent is not automatically assured of upgrading to a higher position classification. Promotion policy shall apply to such situations.
- b. However, where the individual occupying a position which is being upgraded meets the qualifications for that position and the supervisor of that position decides to retain the incumbent in the reclassified position, such position shall not be advertised in accordance with Article Twelve (Position Vacancy Announcement Posting Procedures).
- c. If the supervisor does not decide to retain the employee in the upgraded position, the employee shall be offered the next available position akin to and in the same grade as her/his present one.
- d. Salary increase for upgraded individuals:

As described in Section 1, Paragraph 5.

## **Section 4: Demotion:**

1. **Definition:** Reduction to a lower graded position.

2. Circumstances Leading to Demotion:

- a. Reclassification of a position to a lower grade.
- b. Voluntary application/acceptance of a lower graded position.
- c. Involuntary reassignment to a lower graded position because of:
  - (1) Result of failure to meet job requirements of a higher graded job.
  - (2) Reassignment in lieu of layoff.
  - (3) Other just cause.

3. Procedures for Voluntary Demotion

As described in Section 1, Paragraph 2, 3, and 4.

4. Salary Decrease for Demoted Individuals

- a. Does not apply to demotions resulting from the circumstances described in Section 4, Paragraph 2a or 2c (2).
- b. Shall be calculated at the rate of 5% below the base annual salary rate received by the employee in her/his prior position for each grade of reduction the demotion represents.
- c. Such percentage decreases shall be calculated on a cumulative basis.
- d. However, should the resulting base annual salary rate be less than the minimum salary of the new grade, the employee's base annual salary rate shall be elevated to that minimum.

Section 5: Establishment of Acting Status

1. Definition

To facilitate the continuous operation of the College, appropriate College supervisors may designate individuals to serve in an acting capacity for any approved position where there is a temporary vacancy in such position.

## 2. Implementation Procedures

- a. If an employee is assigned the major duties and responsibilities (as determined solely and exclusively by the appropriate College supervisor) of a position while serving in an acting capacity in said position, the employee shall be compensated at a rate of 3% above present base annual salary rate for each grade of elevation the acting position represents. Such percentage increases shall be calculated on a cumulative basis.
- b. Payment at the new rate shall begin after a minimum of four (4) weeks of service in the acting position (with payment retroactive to the first day in the acting position) and shall terminate on the last day the individual serves in the acting position.

## Section 6: Position Evaluation and Classification

### 1. General Information

- a. Positions which have had significant changes in duties since last being evaluated shall be evaluated according to the procedures indicated in Paragraph 2.
- b. Any request for position reevaluation and any determinations of the process and procedures of this section at any and all steps will not be subject to the Grievance Procedure (Article Twenty-Seven).

### 2. Procedure

#### Step One: Employee's Supervisor

##### a. If Position is New:

Supervisor of position can recommend initial grade assignment.

##### b. If Existing Position:

#### (1) Position Incumbent's Initiation of Request to Review and Reevaluate a Position

- a. Incumbent may request in writing that her/his supervisor review her/his position classification. In making such request, an employee shall present

what appears to be in her/his opinion significant changes in job duties since the position was last evaluated.

- b. If the supervisor feels there is significant cause to recommend further review and reevaluation of the job, she/he shall recommend same in writing through any intermediate supervisors (who may make any appropriate comments and recommendations) to the appropriate Vice President. The supervisor shall forward all revised information pertaining to the job. Copies of all correspondence shall be sent to the Executive Director of Human Resources and College Policy Review/Chief Negotiator.
- c. If the supervisor does not feel there is sufficient cause to review the job, she/he shall so notify the employee.
- d. However, if the employee requests, the supervisor shall forward the employee's request through any intermediate supervisor (who may make any appropriate comments and recommendations) to the appropriate Vice President indicating that the supervisor does not recommend further review and reevaluation of the position. Copies of all correspondence shall be sent to the Executive Director of Human Resources and College Policy Review/Chief Negotiator.

## **2. Supervisor's Initiation of Request to Review and Reevaluate a Position**

- a. If the supervisor feels there is significant cause to recommend review and reevaluation of a job, she/he shall recommend same in writing through any intermediate supervisors (who may make any appropriate comments and recommendations) to the appropriate Vice President even though the employee may not initiate request to do so.
- b. In making such request, a supervisor shall present what appear to be in her/his opinion significant changes in job duties since the position was last evaluated. The supervisor shall forward all revised information pertaining to the job to the appropriate Vice President. Copies of all correspondence shall be sent to the Executive Director of Human Resources and College Policy Review/Chief Negotiator.

### **Step Two: Appropriate Vice President**

- a. The appropriate Vice President shall review the revised information pertaining to the job.



- b. If the appropriate Vice President feels there is significant cause to recommend further review and reevaluation of the position, she/he shall recommend same in writing to the College President and forward all revised information pertaining to the job to the College President or her/his designee. Copies of all correspondence shall be sent to the Executive Director of Human Resources and College Policy Review/Chief Negotiator.
- c. If the appropriate Vice President does not feel there is sufficient cause to recommend to the College President or her/his designee the further review and reevaluation of the position, she/he shall so notify the employee's supervisor through any intermediate supervisors of this decision. The supervisor shall then inform the employee of the appropriate Vice President's decision. Copies of all correspondence shall be sent to the Executive Director of Human Resources and College Policy Review/Chief Negotiator.

**Step Three: College President or her/his Designee**

- a. Upon receipt of information pertaining to the review and reevaluation of a position, the College President or her/his designee shall review said information.
- b. Based on this review, the President or her/his designee shall decide either:
  - (1) To assign the position a new grade and designate such grade;
  - (2) To leave the position in the same grade it currently occupies.
- c. The College President or her/his designee shall communicate her/his decision to the appropriate Vice President who shall forward it to the employee's supervisor through any intermediate supervisors. The supervisor shall then inform the employee of the President's decision. Copies of all correspondence shall be sent to the Executive Director of Human Resources and College Policy Review/Chief Negotiator.

**Section 7:**

- 1. Whenever it deems appropriate, the College may grant salary increases greater than those described hereinbefore for promotions, position classifications, and acting position status which result in an individual being assigned to a position of a higher grade. Further, the College shall have the right to grant in-grade salary

increases to individuals whose positions are deemed appropriate to receive such increases.

2. Any and all such increases will be granted at the sole discretion of the College and shall be done solely for sound business reasons and in no case for the recognition of individual employee meritorious performance.

## ARTICLE NINETEEN

### RETIREMENT, LIFE INSURANCE, HEALTH CARE INSURANCE, AND DENTAL INSURANCE

#### Section 1: Eligibility

1. Employees must be on the active payroll of the College and receiving pay in order to be eligible for the benefits described in this Article.
2. Employees on leave of absence without pay will not be eligible for any benefits except those provided by and under the rules and regulations of the State of New Jersey Division of Pensions.

#### Section 2: Retirement/Disability Retirement/Life Insurance Program

Subject to the regulations of the New Jersey State Division of Pensions, employees shall be eligible for participation in the Public Employees Retirement System.

#### Section 3: Health Care Insurance

Under the conditions and regulations stipulated by the New Jersey Division of Pensions, employees are eligible for enrollment in the Traditional State Health Benefits Program. Under the conditions and regulations stipulated by the New Jersey Division of Pensions, employees who reside in a locale serviced by State of New Jersey Division of Pensions - approved Health Maintenance Organization (HMO) have the option of enrolling in the appropriate HMO.

1. Traditional State Health Benefit Program
  - a. Program Components
    - (1) Blue Cross/Blue Shield/Rider J  
(Extended Basic Outpatient Benefits)
    - (2) Major Medical Insurance with Prudential Insurance Company.
  - b. Cost
    - (1) No cost to employee
    - (2) College pays the entire cost of the premium for the coverage code (e.g. employee only; family) for which the employee is eligible and enrolls.

2. **Health Maintenance Organization and Supplemental Benefits Program**

a. **Program Components**

HMO Medical Services Center(s) and affiliated hospitals provide service.

b. **Cost**

In accordance with the appropriate state statutes and Division of Pensions regulations, the College pays the same amount toward the cost of the premium of the alternative HMO and Supplemental Benefits Program as it does to the Traditional Plan for the same coverage code (e.g. employee only; family). Any additional costs for the HMO and Supplemental Benefits Program will be paid by the employee through payroll deductions.

**Section 4: Dental Insurance**

The College will provide unit members with a family Dental Plan with a maximum annual premium payout of \$214.92 per unit member.

## ARTICLE TWENTY

### HOLIDAYS

#### Section 1: Eligibility

1. Employees must be on the active payroll of the College and receiving pay in order to be eligible for holiday pay.
2. In order to be eligible for holiday pay, an employee must be on the active payroll of the College and must have worked her/his regularly scheduled work days before and after the holiday, unless any such absence is authorized which shall be construed to include sick leave.

#### Section 2: Expression of Holiday Time in Hours

For purposes of attendance and other College records, holiday time will be expressed in terms of hours whereby one (1) holiday shall equal seven (7) hours for full-time employees working thirty-five (35) hours per week and eight (8) hours for full-time employees working forty (40) hours per week.

#### Section 3: Number of Holidays and Holidays Observed

1. Fourteen (14) holidays per year will be observed as days off with full pay.
2. The specific holidays to be observed will be designated by the College President at the beginning of each fiscal year.

#### Section 4: Holiday Pay for Part-Time Permanent Employees

A part-time permanent employee shall be eligible to receive payment for holidays as indicated hereinafter:

##### 1. Value of One Holiday

The value of one holiday shall be determined as follows:

Average Number of Hours Per Week	÷	5 Days (Total Possible Number of Normal Working Days in One Week)	=	Number of Hours of of One Day of Holiday Time
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Example One:

Assume a part-time permanent employee normally works 20 hours per week (5 days per week) according to the following schedule:

<u>Sun</u>	<u>Mon</u>	<u>Tues</u>	<u>Wed</u>	<u>Thur</u>	<u>Fri</u>	<u>Sat</u>
OFF	4 hrs.	4 hrs.	4 hrs.	4 hrs.	4 hrs.	OFF

Number of Hours of One Day of Holiday Time = 20 hours/week ÷ 5 days = 4 hours

Example Two:

Assume a part-time permanent employee normally works 20 hours per week (4 days per week) according to the following schedule:

<u>Sun</u>	<u>Mon</u>	<u>Tues</u>	<u>Wed</u>	<u>Thur</u>	<u>Fri</u>	<u>Sat</u>
OFF	5 hrs.	5 hrs.	5 hrs.	5 hrs.	OFF	OFF

Number of Hours of One Day of Holiday Time = 20 hours/week ÷ 5 days = 4 hours

Check:

1. One day of holiday time for a full-time (35 hours per week) employee equals 7 hours.
2.  $\frac{20 \text{ hours (PT Employee)}}{35 \text{ hours (FT Employee)}} = \frac{20}{35} = 0.5714285 \text{ full time equivalency}$
3. In a 12 month year, a full-time employee receives 98 hours of holiday time (14 holidays X 7 hours each)
4.  $0.5714285 \times 98 \text{ hours} = 56 \text{ hours of holiday time} \div 14 \text{ holidays} = 4 \text{ hours per holiday.}$

2. Implementation

For every holiday that occurs during a work week in which a permanent part-time employee works, the employee shall receive the number of hours off equivalent to the value of one day of holiday time as calculated in accordance with Paragraph 1.

- a. This time must be taken off during the work week in which the holiday occurs at a time stipulated by the employee's immediate supervisor based on the workload of the employee and the department.
- b. If necessary, the employee's work schedule shall be revised during any week in which a holiday occurs so as to enable the employee to be compensated for her/his normal number of working hours or the employee may agree to work (and be compensated for) a reduced number of hours that week.
- c. Upon the mutual agreement of the employee and her/his immediate supervisor, the employee may work her/his normal work schedule during a week that contains a holiday which occurs on a normal day off for the employee. In any such instance, the employee will be paid for her/his normal number of hours of holiday time in addition to payment for hours actually worked by the employee that week.

## ARTICLE TWENTY-ONE

### LEAVES OF ABSENCE

#### Section 1: Eligibility

1. Employees must be on the active payroll of the College and receiving pay in order to be eligible to apply for the leaves of absence described in this Article.
2. Employees on leave of absence without pay will not be eligible for any benefits except those provided by and under the rules and regulations of the State of New Jersey Division of Pensions.
3. Eligibility for accrual of leave time while on leave of absence:
  - a. Employees on leave of absence with pay shall accrue leave time under the circumstances hereinafter stated.
  - b. Employees on leave of absence without pay shall not accrue any leave time.

#### Section 2: Expression of Leave Time in Hours

For purposes of attendance and other College records, leave time will be expressed in terms of hours whereby one (1) day of leave time shall equal seven (7) hours for full-time employees working thirty-five (35) hours per week and eight (8) hours for full-time employees working forty (40) hours per week.

#### Section 3: Leave Accrual for Part-Time Permanent Employees

The value of one day of leave time shall be determined as follows:

Average Number of Hours Worked per Week	÷	5 Days (Total possible Number of Normal Working Days in One Week)	=	Number of Hours of One Day of Leave Time
---	---	---	---	--



**Example One:**

Assume a part-time permanent employee normally works 20 hours per week (5 days per week) according to the following schedule:

<u>Sun</u> OFF	<u>Mon</u> 4 hrs.	<u>Tues</u> 4 hrs.	<u>Wed</u> 4 hrs.	<u>Thur</u> 4 hrs.	<u>Fri</u> 4 hrs.	<u>Sat</u> OFF
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Number of Hours of One Day of Leave Time =  $20 \text{ Hours/week} \div 5 \text{ days} = 4 \text{ hours}$

**Example Two:**

Assume a part-time permanent employee normally works 20 hours per week (4 days per week) according to the following schedule:

<u>Sun</u> OFF	<u>Mon</u> 5 hrs.	<u>Tues</u> 5 hrs.	<u>Wed</u> 5 hrs.	<u>Thur</u> 5 hrs.	<u>Fri</u> OFF	<u>Sat</u> OFF
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Number of Hours of One Day of Leave Time =  $20 \text{ Hours/week} \div 5 \text{ days} = 4 \text{ hours}$

**Section 4: Vacation****1. Scheduling**

Scheduling of vacation leave shall be determined by mutual agreement of the employee and her/his supervisor under the following conditions:

- a. At leave five (5) days advance written notice of intention to take vacation must be given by the employee to her/his supervisor. The supervisor shall respond to the request within (2) working days of receipt of said request or twenty (20) working days prior to the first day of the proposed vacation period, whichever is later.
- b. The Board retains the right to unilaterally schedule employee vacation periods during slow workload period or for the other just causes.
- c. Vacation leave with pay can not be taken before it is accrued.

**2. Accrual**

- a. An employee accrues vacation leave time on her/his monthly anniversary date with the College (e.g. if an employee begins employment on July 15, she/he accrues one (1) vacation day on August 15).
- b. Maximum accrual shall be limited to the value of two (2) years' worth of vacation accrual at the appropriate rate(s).

## c. Accrual Rate Chart:

Year of Employment Service	Accrual Rate Per Month of Completed Employment Service			Total Possible Vacation Accrual		
	Days	Hours for		Days	Hours for	
		35 Hour Employees	40 Hour Employees		35 Hour Employees	40 Hour Employees
1 month through 3 years	1.00	7.00	8.00	12	84	96
4 years through 5 years	1.33	9.31	10.64	16	112	128
6 years through 10 years	1.50	10.50	12.00	18	126	144
11 years through 14 years	1.75	12.25	14.00	21	147	168
Subsequent years	1.83	12.81	14.64	22	154	176

### 3. Payment of Unused Accrual Vacation Time Upon Termination of Employment

- a. In the event of employee termination, the employee shall be paid for any unused accrued vacation time up to and including the date of termination not to exceed a maximum of twenty (20) days.
- b. Termination date is defined as the last day an employee actually works at the College (e.g. the employee can not take the last day as a vacation day, personal day, etc.).

### Section 5: Personal Sick Leave

#### 1. Accrual

- a. Rate: One (1) day per month of completed employment service.  
An employee accrues sick leave time on her/his monthly anniversary date with the College (e.g. if an employee begins employment on July 15, she/he accrues one (1) sick leave day on August 15).
- b. Maximum accrual: No limit.
- c. Sick leave with pay cannot be taken before it is accrued.

#### 2. Availability

- a. Only when occasioned by the employee's personal illness.
- b. Absence due to routine dental, medical, optometrical or similar appointments or illness of family members or other individuals shall be treated as personal or vacation leave or time without pay in the event the employee does not have any accrued personal or vacation leave time.

#### 3. Medical Certification Requirement

- a. Circumstances under which medical certification shall be required:
  - (1) Single incident absences on sick leave in excess of five (5) consecutive working days.
  - (2) The Board may, when it deems it necessary, require medical certification following any sick leave regardless of the number of days taken under the following circumstances:

- (a) Excessive absence which need not be consecutive.
- (b) Unusual circumstances.

- (3) The Board may, when it deems it necessary, require an employee to be examined by a physician of the Board's choice associated with a hospital in the Southwestern New Jersey - Philadelphia, Pennsylvania area. Such examinations shall be at the Board's expense. If the employee so desires, the physician may be selected by the mutual agreement of the Board and the employee. When there is no mutual agreement in the selection of the physician, then the Board shall provide the employee with a list of physicians associated with one or more hospitals in the Southwestern New Jersey - Philadelphia, Pennsylvania area. The employee may strike off any name(s) not suitable to the employee. However, the employee must leave at least one (1) physician's name on the final list. The employee will then choose from among the physicians remaining on the final list.

b. Content of medical certification must include:

- Signature of a licensed physician
- An indication of the nature of the illness injury
- Dates of illness or injury
- Approval of employee's return to normal, regularly assigned work duties.

- c. Medical certification shall be presented by the employee to her/his immediate supervisor prior to returning to work. If an employee does not present proper certification, the supervisor will direct the employee to leave the work site, obtain proper certification and then submit such certification to the supervisor.

4. Offset by Other Payments

If an employee receives such Social Security, Unemployment Insurance, Workers Compensation or similar types of payments while on sick leave, the College will pay only the difference between any such payments and the employee's normal after-taxes base salary from the College, if other payments are less. Any such fractional sick leave payments shall be

deducted as partial sick leave days from the employee's available sick leave time.

5. **No Sick Leave Time Available**

If an employee is sick but does not have any sick leave time available, she/he may use any available vacation leave time and then any available personal leave time or take the time without pay.

6. **Termination of Employment**

In the event of employee termination, the employee will not be paid for any unused accrued sick time.

**Section 6: Sick Leave Pool**

1. **Availability and Medical Certification Requirements**

- a. The provisions of Section 4, Paragraphs 2, 3, and 4 shall apply to sick leave pool as well as to personal sick leave.

2. **Structure of Pool**

- a. Upon the expiration of the probationary period, one quarter (0.25) day per month per eligible employee shall be credited to a cumulative sick leave pool.
- b. Total pool accumulation shall not exceed seven hundred-thirty (730) days.
- c. When pool accumulation reaches seven hundred-thirty (730) days, the quarter (0.25) day sick leave shall be credited to the individual employees until such time as charges against the pool reduce its balance to three hundred (300) days; thereafter, quarter (0.25) day credit shall again be added to the pool balance until the maximum of seven hundred-thirty days is once more achieved.

3. **Procedure for Requesting Days from the Pool**

Prior to any days being withdrawn from the pool, the employee must submit to her/his supervisor a medical certificate containing the following information:

- Signature of licensed physician

- An indication of the nature of the illness or the injury
- An indication of when the employee will be able to return to normal, regularly assigned work duties

4. **Conditions Under Which Days Can be Withdrawn From Pool**

- a. Prior to withdrawing days from the pool, an employee will:
  - (1) Exhaust all personal sick leave time
  - (2) Exhaust all personal leave time
  - (3) Be permitted to retain a maximum of five (5) accrued unused vacation days. Any and all other accrued unused vacation time will be exhausted. However, if the employee utilizes the maximum limit of sixty (60) days from the pool and is still absent because of sickness and/or injury, the employee can utilize as sick leave any accrued unused vacation leave (up to a maximum of five (5) days) previously retained.
- b. Employees using sick leave pool days will continue to accrue personal sick, personal, and vacation leave time. Any and all such leave time so accrued will automatically be charged as personal sick leave time so long as the employee remains on sick leave.
- c. Days can be withdrawn from the pool for single incident absences on sick leave in excess of five (5) consecutive working days. However, sick leave pool days can not be charged on a retroactive basis. Sick leave pool charges will not be made until the sixth day of absence assuming an individual is otherwise eligible for sick leave pool time. Thus, the first five (5) days of absence due to personal illness or injury will be charged to an individual's personally accrued leave time. In the event the employee has insufficient leave time available to cover all or part of this five (5) day period, such time will be deducted as time without pay.
- d. Claims may be made against the pool for illness or injury resulting from a job-connected condition which is being treated under a Workers' Compensation claim only to the extent that such a claim compensates the employee for that portion of her/his after-tax income not provided by the compensation payments.
- e. No more than sixty (60) days may be drawn from the pool by an employee in any single fiscal year.

- f. No more than sixty (60) consecutive days may be withdrawn from the pool by an employee.
- g. After utilizing sixty (60) days from the pool, an employee is not eligible to withdraw any additional days from the pool for a period of at least six (6) months.
- h. No more than one hundred-eighty (180) days may be drawn from the pool by an employee in any five (5) consecutive fiscal year period.
- i. No more than three hundred-sixty (360) days may be withdrawn from the pool by an employee during her/his life. However, any and all sick leave pool days taken through June 30, 1998 will not count against this lifetime maximum.

#### **5. Termination of Employment**

In the event of employee termination, the employee will not be paid for any sick leave pool contribution.

#### **6. Settlement Report**

Within thirty (30) days after the end of the contract year, the Board shall provide the Association with a settlement report, itemizing all credits and charges made to the pool and the remaining balance of the pool.

### **Section 7: Personal Leave**

#### **1. Number of Days**

Each year of employment service, a maximum of three (3) days of personal leave may be granted for personal needs which cannot be satisfied outside of normal working hours.

#### **2. Use During Probation Period**

Personal leave cannot be taken by an employee during the probationary period.

#### **3. Not Accruable**

Personal leave time is not accruable from one year of employment service to another. It can only be utilized during the employment service year in which it is earned. On the employee's annual employment anniversary date with the College,

three (3) new personal days shall be accrued by the employee; any unused personal leave days from the prior year of employment service shall be null and void.

4. **Scheduling**

At least five (5) days advance written notice must be given for requests to utilize personal leave time by the employee to her/his supervisor. Exceptions may be made in cases of emergency.

5. **Termination of Employment**

In the event of employee termination, the employee will not be paid for any unused accrued personal time.

**Section 8: Military Duty Leave**

1. **Induction or Enlistment**

Military leave without pay shall be granted to any employee who shall be inducted or who enlists for one (1) induction or one (1) enlistment period in any branch of the Armed Forces of the United States.

2. **Annual Active Duty Field Training**

- a. Temporary leave with pay shall be granted to enable an employee to fulfill required United States Military Reserve or National Guard commitments to undergo annual active duty field training with the employee's unit.
- b. In order to receive payment, employee must:
  - (1) Submit copies of military orders requiring such training to her/his immediate supervisor on the first working day following receipt of said orders by the employee.
  - (2) Submit copies of appropriate military documentation indicating that the orders referenced in Paragraph (1) had been complied with to the immediate supervisor on the first working day following receipt of said documentation by the employee.

3. **Reemployment Rights**

All reemployment rights provided by existing or enacted legislation shall accrue to such employees.



## **Section 9: Jury Duty or Legal Leave**

### **1. Nature of Leave**

Employees who are summoned and report for jury duty or who are subpoenaed and report as a witness in any judicial hearing shall be granted leave of absence upon presentation of venue order or subpoena.

### **2. Payment**

College will pay the difference between jury duty allowance or witness fees and regular base salary from the College, if jury duty allowance or witness fee is less, for the required period of absence.

## **Section 10: Bereavement Leave**

### **1. Immediate Family**

- a. An employee shall be entitled to five (5) days of bereavement leave with pay upon the death of a member of her/his immediate family.
- b. Immediate family shall be defined to include spouse, children, sibling, parents, grandparents, foster parents, stepparents, stepchildren, and parents or grandparents of spouse.

### **2. Other Relatives**

Bereavement leave for other relatives is limited to three (3) days with pay.

### **3. Additional Days**

Upon request of the employee additional days of bereavement leave may be granted by the employee's supervisor (who shall consult with the Executive Director of Human Resources and College Policy/Chief Negotiator) without loss of pay.

**Section 11: Maternity Leave****1. Compliance with Laws and Regulations**

The College will comply with the Federal and State Laws and Regulations relating to maternity leave as interpreted by the courts and administrative agencies having appropriate jurisdiction.

**2. Medical Examination**

The Board may, when it deems it necessary, require an employee to be examined by a physician of the Board's choice at the Board's expense prior to the employee returning to work from a maternity leave.

**Section 12: Extended Leave of Absence Without Pay****1. Eligibility**

An employee must have completed the probationary period in order to be eligible for an extended leave of absence without pay.

**2. Application Procedures****a. Submission of Application**

Applications for extended leaves of absence without pay shall be made in writing and submitted by the employee to her/his immediate supervisor a minimum of thirty (30) working days prior to the first date of the requested leave.

**b. Content of Application**

The written application shall include the following:

- Employee's name
- Employee's department, position title, grade, and current salary
- Date application initiated
- Beginning and ending dates of proposed leave
- The reason for (e.g. illness of family member) and purpose of the proposed leave of absence.

### 3. Recommendation and Approval Process

#### a. Immediate Supervisor

The application shall be submitted to the immediate supervisor as indicated in Paragraph 2a. The immediate supervisor shall forward the request with any appropriate comments and her/his recommendation to approve or disapprove the leave through any intermediate supervisor(s) (who shall add any appropriate comments and recommend approval or disapproval of the leave) to the appropriate Vice President. Copies of all correspondence at all steps of the process shall be provided to the affected employee and the Executive Director of Human Resources and College Policy/Chief Negotiator.

#### b. Appropriate Vice President

The appropriate Vice President shall consider the request and comments and recommendations made by supervisors and make a recommendation to the President of the College to approve or disapprove the leave. A copy of such recommendation shall be provided to the affected employee and the Executive Director of Human Resources and College Policy/Chief Negotiator.

#### c. President

The President of the College shall consider all requests and comments and recommendations made by supervisors after receiving same from the appropriate Vice President.

- (1) The President will consider each request on an individual case by case basis, each case to be decided solely on its merits and circumstances.
- (2) The decision of the President to deny a request shall be final and binding. The Executive Director of Human Resources and College Policy/Chief Negotiator shall notify the employee in writing of any such decision providing copies to the appropriate Vice President, and intermediate supervisor(s), and the employee's immediate supervisor.
- (3) Any request approved by the President shall be recommended to the Board of Trustees which shall make a final decision.

d. **Board of Trustees**

The Board of Trustees shall consider all requests for extended leaves of absence without pay that are recommended by the President of the College.

- (1) The Board will consider each request on an individual case by case basis, each case to be decided solely on its own merits and circumstances.
- (2) The decision of the Board shall be final and binding.
- (3) The Executive Director of Human Resources and College Policy/Chief Negotiator shall notify the employee in writing of the Board's decision providing copies to the President of the College, the appropriate Vice President, any intermediate supervisors, and the employee's immediate supervisor.

4. **Conditions of Extended Leaves of Absence Without Pay**

a. **Duration of Extended Leaves of Absence Without Pay**

- (1) An extended leave of absence without pay may be granted if approved as outlined in Paragraph 2 and 3 for a period of up to six (6) months.
- (2) If additional leave time is desired, the employee may apply for an extension of up to six (6) months to such leave time by following the process outlined in Paragraphs 2 and 3.
- (3) Extended leaves of absence without pay may, if approved, be granted in increments of a maximum of six (6) months. However, the total of such increments will not exceed a maximum of two (2) years.

b. **Use of Accrued Paid Leave Time**

- (1) Approved extended leaves of absence without pay for personal medical reasons shall commence following the exhaustion of all accrued personal sick leave, personal leave and vacation time.
- (2) Approved extended leaves of absence without pay for reasons other than personal medical shall commence following the exhaustion of all accrued vacation and personal leave time.

c. Eligibility for Salary Increases

- (1) An employee must have received payment for a minimum of one hundred-thirty (130) days during any single fiscal year in order to be eligible for the applicable salary increase for the next fiscal year.
- (2) An employee who receives payment for less than one hundred thirty (130) days during any single fiscal year shall be eligible for a salary increase for the next fiscal year equal to the increase in the minimum of the salary range of the employee's grade.

d. Eligibility for Benefits

Employees on extended leave of absence without pay will not be eligible during such leaves for any benefits except those provided by and under the rules and regulations of the State of New Jersey Division of Pensions.

e. Fulfillment of Purpose of Leave

While on extended leave of absence without pay, the employee is expected to fulfill the purpose of the leave. If the conditions and circumstances of the employee's reason for the leave change during the course of the leave, the employee shall report same to her/his immediate supervisor so that the leave may be reconsidered in accordance with Paragraphs 2 and 3.

f. Return from Extended Leave of Absence Without Pay

- (1) Upon return, the employee shall be placed in the position held immediately prior to the commencement of the leave or a position akin to and in the same grade as her/his former position. The employee will receive the same base annual salary rate as she/he received immediately prior to the commencement of the leave adjusted, if applicable, with the provisions of Paragraph c.

(2) Medical Certification

Extended leaves of absence without pay for personal medical reasons will be subject to the medical certification requirements indicated in Section 5 (Personal Sick Leave).

g. **Early Return from Extended Leave of Absence Without Pay**

If an employee so desires, she/he may apply in writing for an early return from extended leave of absence without pay to her/his immediate supervisor specifying the proposed early date of return and requesting approval of same. Any such request shall be processed in accordance with the provisions of Paragraphs 2 and 3.

h. **Failure to Return from Extended Leave of Absence Without Pay**

If an employee fails to report to work on the first working day following the expiration of an extended leave of absence without pay, she/he shall be considered to have resigned without notice unless an extension to such leave is requested and approved in accordance with Paragraphs 2 and 3.

## ARTICLE TWENTY-TWO

### EDUCATIONAL BENEFITS

#### Section 1: Eligibility

1. Employees must be on the active payroll of the College and receiving pay in order to be eligible for the benefits described in this Article.
2. Employees on leave of absence without pay will not be eligible for any educational benefits except as provided in Section 2, Paragraph 3.

#### Section 2: Tuition and Specified Fee Waiver for Attendance at Burlington County College

##### 1. Personal Attendance by Employee

Employees will be permitted to take any courses offered by Burlington County College without tuition or general or laboratory fee charges under the following conditions:

- a. Courses must be taken outside of the normal working hours of the employee's usual work shift. Courses cannot be taken during any meal or other breaks taken during the employee's usual work shift.
- b. No more than two courses may be taken each semester. However, additional courses may be taken at the College without tuition or general or laboratory fee charges, with the written permission of the employee's supervisor.

##### 2. Family Attendance

- a. The spouse and dependents (as defined under the provisions of the Internal Revenue Service Code) of employees will be permitted to take courses at the College without tuition or general or laboratory fee charges.
- b. The employee shall, upon request of the College Administration, furnish the College Administration with suitable documentation to demonstrate a claim of dependency.

3. **Termination of Employment or Commencement of Leave of Absence Without Pay**

If an individual terminates employment with the College or commences a leave of absence without pay, she/he will have the following obligation to pay for the tuition and general and/or laboratory fees for any courses she/he or her/his spouse or dependents are taking:

If termination date is:	Obligation of employee to pay tuition is:
After mid-point of semester of term	None
Prior to mid-point of semester of term	Full tuition payment

**Section 3: Attendance at Seminars and Conferences**

Employees may be permitted to attend seminars and conferences under the following conditions:

1. College credit courses (except those described in Section 2, Paragraph 1) are ineligible for reimbursement by Burlington County College.
2. Supervisory approval is necessary.
3. Subject to availability of institutional funds.
4. Seminars and conferences must be directly related to the specific job duties of the particular position which the employee occupies at both the times she/he applies to attend the conference or seminar and the time she/he actually attends such conference or seminar.



**ARTICLE TWENTY-THREE****RESIGNATION, DISCHARGE, SUSPENSION, LAYOFF****Section 1: Resignation**

An employee who is resigning from her/his position shall give her/his immediate supervisor at least two (2) weeks prior written notice thereof.

**Section 2: Discharge/Layoff/Suspension****1. Rights of Board**

The Board retains the right to relieve employees from duties by layoff, suspension, or termination because of:

- Lack of work
- Unjustified and/or excessive lateness
- Unjustified and/or excessive absence
- Fiscal exigency
- Other just cause.

**2. Notice**

Any employee who is to be discharged from her/his employment with the College (except for the reasons indicated in Paragraph 3) shall be given notice to that effect at least two (2) weeks prior to the effective date of termination (or two weeks' pay in lieu of two weeks' notice may be given at the sole and exclusive option of the Board).

**3. Grounds for Immediate Discharge**

Under the following grounds an employee will be subject to immediate discharge with wages paid only through the date of termination:

- a. An employee who is guilty of gross misconduct which shall include, but not be specifically limited to, stealing, drunkenness, being under

the influence of drugs or other controlled dangerous substances as defined by law, commission of willful destruction of property, etc.

b. Termination during the probationary period.

4. **Ineligibility for Transfer and/or Promotion**

Any employee who receives notice of termination shall not be eligible for transfer and/or promotion.

**Section 3: Layoff**

1. **General**

The College retains within its sole, exclusive, and absolute discretion the right to relieve employees through layoff in order to maintain the efficiency of the College.

2. **Definition of Seniority - Types of Seniority**

a. **Unit Seniority**

Definition: Active regular employment service by an appointed regular employee in the College in a position title covered by this collective bargaining agreement beginning with the first day of active employment service following the successful completion of the employee's probationary period.

b. **Job Classification Seniority**

(1) All unit positions will be assigned to one of the following job classifications:

- Secretarial/Clerical
- Technical
- Maintenance/Custodian

(2) Appendix I, Positions Represented by Association with Assigned Titles and Grades, indicates the job classification assignment of each position.

(3) Definition of Job Classification Seniority

Active regular employment service by an appointed regular employee in the College in a given position title assigned to a specific job classification covered by this collective bargaining agreement beginning with the first day of active employment service following the successful completion of the employee's probationary period (for employees initially appointed to a Unit position) or following the successful completion of the evaluation period (for employees who are promoted, transferred or demoted to a position title assigned to a specific job classification).

**3. Effect of Promotion, Demotion, and/or Transfer on Seniority**

- a. An employee who is promoted and/or transferred from one unit position to another will retain her/his unit seniority.
- b. The employee will retain her/his job classification seniority as follows:
  - (1) If the employee moves into a position in the same job classification, she/he shall continue to accrue job classification seniority in that job classification.
  - (2) If the employee moves into a position in a different job classification, she/he shall retain the amount of seniority accumulated in the prior job classification but will not continue to accrue seniority in the prior job classification. The employee will accrue seniority in the new job classification as indicated in Paragraph 2b(3).

**4. Grants and Entitlements**

- a. Employees serving in and any service in any position which is funded by grants will be excluded from the operation of this Article of this Agreement. Employees in positions funded by entitlements shall have the same seniority rights as employees in positions funded by the operating budget.
- b. The terms 'grant' and 'entitlement program' shall be defined as follows:

**Grant:**

A grant is an award of funds in a written agreement between a governmental agency (federal, state, local) and the College for a stated

purpose, a fixed amount of money, and a limited period of time. Included in the grant agreement are a beginning date and an ending date. Employees who are hired under a grant program can be expected to work for a specified period of time as outlined and agreed to in the grant agreement. Once that period is ended, there is no question that the employee's employment is terminated simultaneously with the end of the grant.

#### **Entitlement Program:**

Entitlement programs are programs such as the Veterans Cost of Instruction Program (VCIP), Educational Opportunities Fund (EOF), and certain other student financial programs both federal and state. Typically, these types of programs have the following characteristics: the money that the College receives is based upon student enrollments; there are no set beginning dates and no fixed conclusions to these programs; the students are entitled to the appropriate monies once they meet the criteria which have been established for them to receive the money. Employees who are at the College working under the funds provided to support these entitlement programs are assured of employment as long as the entitlement programs continue to subsidize the students. In many case, these programs are for an indefinite period of time subject only to the appropriation by Congress; therefore, unlike the grant programs, there are no fixed beginning or termination dates and the money to support these programs comes to the institution on a formula basis for administrative purposes in dealing with the student programs.

#### **5. Loss of Seniority**

An employee shall lose seniority under one or more of the following circumstances:

- a. Termination of employment for any reason including resignation or discharge.
- b. Retirement.
- c. Acceptance of a position not covered by this Agreement.
- d. Seniority shall not be accumulated during any period of layoff. However, if an employee is recalled to work during the recall eligibility period as provided in Section 10, seniority held by the employee at the time of layoff shall be restored and the time spent on layoff status will count toward seniority in the job classification of the position to which the employee returns.
- e. Lapse of the recall eligibility period set forth hereinafter.

- f. Failure to return to work when recalled in accordance with the time period set forth hereinafter.

6. Effect of Leave of Absence Without Pay Upon Seniority

- a. Seniority time shall not be accumulated during any period spent on leave of absence without pay.
- b. Following an employee's return from leave of absence without pay, the employee will be assigned an adjusted seniority date. This adjusted seniority date will be determined in the following manner:

Original date of seniority + time spent on leave of absence without pay =  
Adjusted seniority date.

Example:

1/1/80 (original date of seniority) + 6 months on leave of absence without pay =  
7/1/80 (adjusted seniority date).

7. General Procedures Which Apply to All Provisions of the Layoff Section of this Agreement

a. Factors Utilized in Determining Layoffs

- (1) Job classification seniority shall be the initial factor applied in determining which employee shall be laid off first. The employee with the least job classification seniority in the affected specific operating budget position title in the affected specific department shall be issued notification of potential layoff.
- (2) In the event the job classification seniority of two or more employees slated for layoff in a specific operating budget position title in a specific department is equal, then the employee who has the least Unit seniority shall be laid off first.
- (3) In the event the job classification seniority and the Unit seniority of two or more employees slated for layoff in a specific operating budget position in a specific department are equal, the following procedures shall be followed to determine who shall be laid off first:

- (a) If one of the employees is a long term temporary employee (e.g. replacing someone on leave of absence without pay), the temporary replacement will be laid off first.

The other employee would then be placed in the temporary replacement position. When the permanent employee returned from leave of absence, the employee then working as a temporary replacement would be laid off.

- (b) If two employees have equal seniority and neither is a temporary replacement, notification of layoff will be given to both employees.

- Such notification will indicate that only one position is being abolished but two employees have equal seniority.
- The name of "other" employee will be provided to each employee.
- Both employees will be given a choice of either accepting the layoff or drawing lots with the other individual to determine who will be placed on layoff status.
- In the event that one employee voluntarily accepts the layoff, that individual will be laid off and the other individual retained. The need to draw lots would no longer exist. Receipt of written acceptance of voluntary layoff by the employee addressed to the Executive Director of Human Resources and College Policy/Chief Negotiator will be required within three (3) working days of the date of notification of layoff.
- If neither employee voluntarily accepts the layoff, the Executive Director of Human Resources and College Policy/Chief Negotiator will arrange a meeting of the two employees, two representatives of the Supportive Staff Association, the Administrative Supervisor(s) of the employees, and the Executive Director of Human Resources and College Policy/Chief Negotiator. At the meeting, each employee will draw a slip of paper from a box.

- ⇒ Both pieces of paper will be of equal size and folded so that the writing on them is not visible.
- ⇒ One piece of paper will contain the word "layoff".
- ⇒ The other piece of paper will contain the word "retain".
- ⇒ Both employees will simultaneously select a piece of paper from the box.
- ⇒ The employee who has the piece of paper containing the word "layoff" will be laid off.
- ⇒ The employee who has the piece of paper containing the word "retain" will not be laid off.

(4) Selection of individuals for layoff in situations where employees in same job title in same department are assigned to more than one work shift.

- (a) The least senior employee on each affected shift will receive notification of potential layoff.
- (b) If an employee so notified of potential layoff is senior to another employee assigned to a different shift, the employee who received notification will be able to "bump" the least senior individual on another shift and change to that shift.

**b. Determination of Employee Qualifications**

- (1) In order to move into any vacant position or "bump" another employee from a filled position, an employee must be qualified in accordance with the qualifications of the job description as determined solely and exclusively by the College, to perform the duties of the new position.
- (2) Such decisions of the College shall not be subject to the provisions of Article Twenty-Seven, Grievance Procedure.

**c. Definition of Equated Position**

An equated position is defined as a position which is equal in grade and similar in duties and qualifications, as determined solely and exclusively by the College, to the one held by an affected employee at the time of notification of layoff.

d. Exemptions of Critical Positions from Layoff Procedures

The College maintains the right to exempt critical positions (i.e. ones which the College considers to be critical to the continued operation of the College) as determined solely and exclusively by the College, from being subject to the coverage and operation of all layoff procedures of this Article of this Agreement.

e. Salary Rate

The new rate of any employee who is placed in a lower-graded position as a result of action under this section of the Agreement shall be the lesser of the following:

- Employee's salary rate in position held by employee at the time of notification of layoff.
- The maximum salary rate of the lower-graded position.

f. Evaluation Period

- (1) Employees who move into new position titles shall undergo an evaluation period consisting of the first forty-five (45) working days actually worked by the employee in the new position title.

If performance problems are evident by the twenty-second day of the evaluation period, an interim evaluation shall be conducted within five (5) working days. Any such interim evaluation shall indicate any problem areas and/or specific performance deficiencies. The supervisor shall be as specific as reasonably possible in recommending courses of corrective action that seem to be indicated.

However, nothing shall preclude the College from handling any problems that become evident following any such interim evaluation.

In any case, the final evaluation period evaluation conducted at the end of the evaluation period will determine whether or not the employee successfully completes the evaluation period.

- (2) If the employee does not fulfill the requirements of the new position because of an inability to perform the duties of the new position, she/he shall be placed on layoff status. Further, the individual will not be eligible for future assignment to this position under the recall from layoff provisions of this section. However, the employee will be considered for other appropriate positions in accordance with the provisions of this section of this Agreement.



- (3) If the employee fails to fulfill the requirements of the new job due to any reason(s) other than an inability to perform the duties of the new job, she/he shall be subject to the provisions of Article Twenty-Six, Procedure for Handling Employee Performance, Requiring Corrective Action or Discharge.

g. General Explanation of the Term "Bump"

- An employee notified of layoff who is senior to one or more other employees in a job classification in which the notified employee has seniority, will have the right to "bump" or displace the least senior employee from a job in that same classification.
- The notified (i.e. senior) employee would be assigned to the position of the least senior employee.
- The least senior employee would then be placed on layoff status or may be able to exercise "bumping" rights over less senior employees.
- All "bumping" will be consistent with the specific provisions of this section of the Agreement.

h. Right to Move into Position Vacancies or "Bump" into Positions of Equal or Lower Grade

Affected employees shall have the right to bump into positions with assigned grades equal to or lower than (but not higher than) the grade assigned to the position held by an affected employee at the time of notification of layoff.

8. Notice of Layoff

Any employee who is to be laid off from her/his employment with the College shall be given notice to that effect by the Executive Director of Human Resources and College Policy/Chief Negotiator at least two (2) weeks prior to the effective date of layoff.

9. Benefits

Employees on layoff status will not be eligible during such layoff for any benefits except those provided by and under the rules and regulations of the State of New Jersey Division of Pensions.

## 10. Recall from Layoff

### a. Recall Determination

In the event of a recall from layoff, employees will be recalled in the reverse order of the layoff consistent with the bumping rights of this section.

### b. Recall Eligibility

- (1) The name of any employee who is laid off shall appear on the appropriate recall eligibility list(s) for a period of twelve (12) months following the date of layoff. Upon the expiration of the recall eligibility period, the employee shall be terminated from employment by the College.
- (2) An employee will be on the recall eligibility list(s) for any job classification in which she/he has seniority.
- (3) If more than one employee in the same job classification in equated or lower grades is on layoff status, the most senior employees shall in order of seniority, have the option of returning to work or remaining on layoff status. Thus, the most senior employee shall be offered the option first, the second most senior employee shall be offered the option second, and so forth.
- (4) If an employee on layoff status refuses recall to a position that would provide a salary rate equal to or greater than the salary rate held by the employee at time of layoff in any job classification in which the employee had seniority within the same employee status category held by the employee at time of layoff, the employee will be considered by the College to have voluntarily resigned from employment with the College effective whichever comes first; the date the College receives notification from the employee that she/he does not desire to return to work or ten (10) working days after the College mailed by Certified Return Receipt Requested the Notice of Recall.

### c. Notice of Recall

- (1) Any Notice of Recall shall be addressed and mailed by Certified Mail, Return Receipt Requested, to the employee's last address appearing in the employee's official personnel file. Within five (5) working days of receipt of any such Notice of Recall, the employee shall notify the Executive Director of Human Resources and

College Policy/Chief Negotiator in writing sent by Certified Mail, Return Receipt Requested, of whether or not the employee desires to return to the work stated in the Notice of Recall.

- (2) In the case of mail returned to the College as being undeliverable, the employee shall forfeit all seniority and rights to recall and will be considered by the College to have voluntarily resigned from employment with the College effective whichever comes first; the date the College receives the returned mail or ten (10) working days after the College mailed the Notice of Recall.
- (3) If the employee fails to respond to the Notice of Recall or indicates that she/he does not desire to return to such work, the employee shall forfeit all seniority and rights to recall and will be considered by the College to have voluntarily resigned from employment with the College effective whichever comes first; the date the College receives notification from the employee that she/he does not desire to return to work or ten (10) working days after the College mailed the Notice of Recall.
- (4) If an employee accepts the work stated in the Notice of Recall, she/he shall report to work on the date and time specified in the Notice of Recall unless an extension is requested in writing and approved in writing by the Executive Director of Human Resources and College Policy/Chief Negotiator.

d. **Salary Upon Return From Layoff**

Upon return from layoff, the employee shall receive a salary rate determined as follows:

- (1) If returns to the same or an equated position from which she/he was laid off - -
  - (a) The same salary rate which she/he was receiving at the time the layoff occurred.
- (2) If returns to a lower-graded position, the lesser of the following - -
  - (a) Employee's salary rate in position held by employee at the time of notification of layoff.
  - (b) The maximum salary rate of the lower-graded position.

- (3) An individual who accepts a lower-graded position in lieu of layoff or upon recall from layoff shall not receive any salary increase for any promotion or position reclassification for grades up to and through the grade of the position held by the individual prior to the acceptance of the lower-graded position.
- (4) If an individual is promoted or receives a position reclassification to a position graded higher than the one she/he had prior to the layoff situation, she/he will receive the appropriate increase for the number of grades between the position grade held prior to the layoff and the new position grade.

**EXAMPLE:** An individual held a Grade 9 position prior to layoff. She/he accepts a Grade 6 position upon recall from layoff. Subsequently, the individual, is promoted to a Grade 11 position. The individual will receive the appropriate increase for going from Grade 9 to Grade 11 (not from Grade 6 to 11).

- (5) If an individual is at the maximum of the salary range of the lower-graded position to which she/he was reassigned in lieu of layoff or accepts upon recall from layoff, when determining the salary increase resulting from any subsequent promotion or position reclassification, all increase calculations will be based upon the salary rate which the individual held prior to layoff or acceptance of a lower-graded position in lieu of layoff.

**EXAMPLE:** An individual held a Grade 9 position prior to layoff at a salary rate of \$15,000. She/he accepts a Grade 7 position at the salary range maximum of \$12,000. Subsequently the individual is promoted to a Grade 11 position. The promotion increase will be based on the salary rate of \$15,000 as a Grade 9 and will be calculated as follows:

$$\begin{aligned} & \$15,000 \quad (\text{Grade 9}) \times 1.05 (\text{Grade 10}) \\ & \times 1.05 (\text{Grade 11}) = \$16,538. \end{aligned}$$

## 11. Employee Status Categories for Seniority

- a. For the purpose of seniority, employees will be assigned to one of the following status categories:
  - (1) Full-Time employees working twelve (12) months per year.
  - (2) Full-Time employees working less than twelve (12) months per year.
  - (3) Part-Time employees working twelve (12) months per year.

- (4) Part-Time employees working less than twelve (12) months per year.
- b. Separate seniority lists will be maintained for each category. Within each category, separate seniority lists will be maintained by job classification.
- c. An employee will have position vacancy and bumping assignment rights within her/his status category and other status categories in accordance with the provisions of this section of this Agreement.
  - (1) Initially, an employee must exhaust all rights within her/his status category.
  - (2) If after doing so the employee is still subject to layoff, she/he shall be permitted to move into another status category as follows:
    - (a) Full-Time 12 month status category employees can move into position vacancies in other status categories. If no such position vacancies are available, she/he can bump the least senior employee in another status category if the full-time status category employee has more seniority.
    - (b) A full-time employee working less than 12 months per year will have her/his seniority equated to a 12 month full-time equivalent (FTE).
      - A constant conversion factor of 0.8333333 (10 months/12 months per year) will be utilized in all cases regardless of the number of months in an employee's actual work year.

**EXAMPLE:**

10 years seniority working less than 12 months per year X  
 $0.8333333 = 8.333333$  FTE years of seniority.

- A full-time employee working less than 12 months per year can move into position vacancies in other status categories. If no such position vacancies are available, she/he can bump the least senior employee in another status category if the full-time employee working less than 12 months per year has more FTE seniority.
- (c) A part-time employee working twelve (12) months per year will have her/his seniority equated to a 12 month full-time equivalent (FTE).

- A constant conversion factor of 0.5714285 (20 hours/35 hours per week) will be utilized in all cases regardless of the number of hours in an employee's actual work week.

**EXAMPLE:**

10 years seniority working part-time 12 months per year X  
0.5714285 = 5.714285 FTE years of seniority.

- A part-time employee working 12 months per year can then move into position vacancies in other status categories. If no such position vacancies are available, she/he can bump the least senior employee in another status category if the part-time employee working 12 months per year has more FTE seniority.
- (d) A part-time employee working less than 12 months per year will have her/his seniority equated to a 12 month full-time equivalent (FTE).

- A constant conversion factor of 0.4761903 (0.8333333 full-time working less than 12 months per year FTE conversion factor X 0.5714285 part-time working 12 months per year FTE conversion factor) will be utilized in all cases regardless of the number of months in an employee's actual work year or number of hours in an employee's actual work week.

**EXAMPLE:**

10 years seniority working part-time less than 12 months per year X  
0.4761903 = 4.761903 FTE years of seniority.

- A part-time employee working less than 12 months per year can then move into position vacancies in other status categories. If no such position vacancies are available, she/he can bump the least seniority employee in another status category if the part-time employee working less than 12 months per year has more FTE seniority.

**12. Temporary Employees**

- Temporary employees in supportive staff positions shall be terminated prior to the layoff of any appointed regular employees.
- However, exceptions will be made for short-term needs for temporary employees as determined by the College. Examples of short-term needs are temporary employees hired to work:

- In the College Store for each semester/term "Bookrush"

- During registration each semester/term
- As temporary replacements for unit members on leave of absence
- In a custodial or maintenance position for a special project or event.

**13. Probationary Period Employees**

Employees in regular positions within a job classification who have not successfully completed their probationary periods will be terminated prior to the layoff of any appointed regular full-time employees in equated or lower-graded positions who have successfully completed their probationary periods or evaluation periods as indicated in Paragraph 2 (Definition of Seniority - Types of Seniority) within that job classification.

**14. Evaluation Period Employees**

Employees in regular positions within a job classification who have not successfully completed their evaluation periods will be laid off prior to the layoff of any appointed regular employees in equated or lower-graded positions who have successfully completed their probationary periods or evaluation periods as indicated in Paragraph 2 (Definition of Seniority - Types of Seniority) within a job classification.

**15. Determination of Layoff by Specific Position Title and Specific Department**

- a. Employee with the least job classification seniority in the affected specific operating budget position title shall be issued notice of possible layoff first.
- b. Such notification shall inform the employee that:
  - (1) She/he may have seniority bumping rights under the provisions of the Collective Agreement.
  - (2) If she/he wishes to exercise any such bumping rights, written notification of the employee's intention to do so must be received by the Executive Director of Human Resources and College Policy/Chief Negotiator within three (3) working days following the receipt of the notification of possible layoff from the College. If a timely notification is not received by the Executive Director of Human Resources and College Policy/Chief Negotiator, the individual will be laid off.
- c. An employee who wants to exercise any bumping rights shall do so initially within her/his current employee status category, and, if appropriate, in another status category in accordance with the sequence indicated hereinafter. At all levels of the bumping sequence, an employee may follow the process through progressively

lower grades until she/he comes to a position, if any, for which she/he is qualified and is eligible to bump into under the provisions of this section.

**16. Position Vacancy Assignment and Bumping Sequence**

**Level One: Equated Position**

**Step A: Position in Employee's Current Job Classification**

**First:** Position Vacancy Within Same Department

**Second:** Position Vacancy in Another Department

**Third:** Bump Least Senior Employee in Same Department

**Fourth:** Bump Least Senior Employee in Another Department  
(If employee is least senior in own department)

**Step B: Position in Another Job Classification in Which Individual has Seniority**

**First:** Position Vacancy Within Same Department

**Second:** Position Vacancy in Another Department

**Third:** Bump Least Senior Employee in Same Department

**Fourth:** Bump Least Senior Employee in Another Department  
(If employee is least senior in own department)

**Level Two: Lower Graded Position**

**Step A: Position in Employee's Current Job Classification**

**First:** Position Vacancy Within Same Department

**Second:** Position Vacancy in Another Department

**Third:** Bump Least Senior Employee in Same Department

**Fourth:** Bump Least Senior Employee in Another Department  
(If employee is least senior in own department)



**Step B: Position in Another Job Classification in Which Individual Has Seniority**

**First:** Position Vacancy Within Same Department

**Second:** Position Vacancy in Another Department

**Third:** Bump Least Senior Employee in Same Department

**Fourth:** Bump Least Senior Employee in Another Department  
(If employee is least senior in own department)

**17. Position Vacancy Assignment and Bumping Sequence for Bumped Employees**

Employees bumped shall have the opportunity to follow the process indicated in Paragraph 16 if appropriate.

**18. Selection Preference of Position Vacancy or Occupied Position by Seniority**

If more than one employee is notified of potential layoff within a job classification and more than one position vacancy and/or employees less senior to those notified of layoff exist, the employees notified of layoff shall:

- a. Have the ability to select among the position vacancies and/or occupied positions held by less senior employees (who will be bumped) on the basis of seniority.
- b. The most senior employee shall follow the sequential process first until she/he comes to a position, if any, for which she/he is qualified and the other notified employees shall follow the sequential process in seniority order.
- c. If an employee who received notice of possible layoff is qualified and can bump either into an occupied position or move into a position vacancy, the employee shall be permitted to make her/his own choice as to which position to move into.

**Example:**

- (1) 4 employees in positions of equated grades in the same job classification are notified of potential layoff.
- (2) 2 positions vacancies of the same grade in the same job classification are less senior than the 4 employees notified of potential layoff.
- (3) 2 employees in equated grades in the same job classification are less senior than the 4 employees notified of potential layoff.

- (4) The most senior employee of the 4 employees notified of potential layoff will have her/his choice of moving into either vacancy or bumping either of the 2 least senior employees. The second most senior employee will then have her/his choice of the remaining 3 positions. The third most senior employee will then have her/his choice of the remaining 2 positions. The fourth most senior employee would get the final position.

**19. No Position Vacancy Announcement Required**

- a. When an employee exercises her/his rights under this section of this Agreement, the College will not be required to advertise the position to which an employee is being reassigned and/or transferred in lieu of layoff as a position vacancy in accordance with the provisions of Article Twelve (Position Vacancy Announcement Posting Procedures).
- b. In the event that a position was already advertised, the College need not fill the position through such advertising.

**20. Salary Determination for Individuals Who Are Reassigned and/or Transferred in Lieu of Layoff**

The employee shall receive a salary rate determined as follows:

- a. If moves to an equated position to the one from which she/he was laid off -
  - The same salary rate which she/he was receiving at the time the change occurs.
- b. If moves to a lower-graded position, the lesser of the following:
  - (1) Employee's salary rate in position held by employee at the time of notification of layoff.
  - (2) The maximum salary rate of the lower-graded position.
  - (3) An individual who accepts a lower-graded position in lieu of layoff or upon recall from layoff shall not receive any salary increase for any promotion or position reclassification for grades up to and through the grade of the position held by the individual prior to the acceptance of the lower-graded position.
  - (4) If an individual is promoted or receives a position reclassification to a position graded higher than the one she/he held prior to the layoff

situation, she/he will receive the appropriate increase for the number of grades between the position grade held prior to the layoff and the new position grade.

**EXAMPLE:** An individual held a Grade 9 position prior to layoff. She/he accepts a Grade 6 position upon recall from layoff. Subsequently, the individual, is promoted to a Grade 11 position. The individual will receive the appropriate increase for going from Grade 9 to Grade 11 (not from Grade 6 to 11).

- (5) If an individual is at the maximum of the salary range of the lower-graded position to which she/he was reassigned in lieu of layoff or accepts upon recall from layoff, when determining the salary increase resulting from any subsequent promotion or position reclassification, all increase calculations will be based upon the salary rate which the individual held prior to layoff or acceptance of a lower-graded position in lieu of layoff.

**EXAMPLE:** An individual held a Grade 9 position prior to layoff at a salary rate of \$15,000. She/he accepts a Grade 7 position at the salary range maximum of \$12,000. Subsequently the individual is promoted to a Grade 11 position. The promotion increase will be based on the salary rate of \$15,000 as a Grade 9 and will be calculated as follows:

$$\begin{array}{rcl} \$15,000 & & (\text{Grade 9}) \times 1.05 (\text{Grade 10}) \\ \times 1.05 & & (\text{Grade 11}) = \$16,538. \end{array}$$

## 21. Bumping Rights for Employees in Positions Being Reduced in Status Categories

An individual who receives notice that her/his position is being reduced in status from one employee status category to another may exercise bumping rights initially within her/his status category and then in other employee status categories if she/he is senior to other employees in other status categories in accordance with the bumping sequence steps of this Section.

**ARTICLE TWENTY-FOUR****TERMINATION/LAYOFF/LEAVE OF ABSENCE WITHOUT PAY CLEARANCE  
PROCEDURE****1. Purpose**

To ensure that a terminating employee or an employee going on layoff or leave of absence without pay has settled all financial obligations, surrendered all College-owned property in her/his possession, and fulfilled any other obligations to the College, every such employee shall follow the established clearance procedures of the College.

**2. Release of Final Paycheck**

The employee's final paycheck shall not be released until all obligations have been fulfilled as evidenced by a properly and thoroughly completed Clearance Form.

**ARTICLE TWENTY-FIVE****PERSONNEL FILES****Section 1: General Information****1. Contents of Personnel File****a. Internal Documentation**

A copy of all internal correspondence, memoranda or other documents relating to the performance, competence, character, service or conduct of an employee may be placed in her/his personnel file and a copy of any such documents shall be simultaneously furnished to the employee who shall have the right to respond to such document and to have such response become a part of her/his personnel file.

**b. Confidential Materials**

The following confidential materials contained in the personnel file shall not be made available to the employee:

- References or other confidential information obtained from outside sources;
- Placement records which contain references;
- Transcripts restricted by the sending institution.

**2. Official Personnel Records**

The personnel records of each employee maintained in the Human Resources Department are the only official College Personnel records.

**3. Marking of Document for Personnel File**

Materials placed in employee personnel records shall be marked as follows:

"cc: Personnel File".

**Section 2: Employee's Review of Own Personnel File****1. Notification to Executive Director of Human Resources and College Policy /Chief Negotiator**

a. **Routine Review**

An employee must submit a written request to the Executive Director of Human Resources and College Policy /Chief Negotiator not less than five (5) working days prior to the date of the desired inspection of her/his personnel file.

b. **Review During Processing of Grievance**

At the request of any employee to the Executive Director of Human Resources and College Policy /Chief Negotiator the nonconfidential contents of her/his personnel file must be opened to her/him at any time during the processing of a grievance which has been reduced to writing.

2. **Presence of Human Resources Department Representative**

When reviewing the personnel file, the Executive Director of Human Resources and College Policy /Chief Negotiator or her/his designee will be present.

3. **Presence of Association Representative**

A representative of the Association may, at the employee's request, accompany the employee while she/he reviews her/his file.

4. **Provisions of Copies of Documents**

- a. No document may be removed from a personnel file.
- b. However, copies of any document not restricted as described in Section 1, Paragraph 1b, will be provided to the employee upon request.

## ARTICLE TWENTY-SIX

### PROCEDURE FOR HANDLING EMPLOYEE PERFORMANCE REQUIRING CORRECTIVE ACTION OR DISCHARGE

#### Section 1: General Information

##### 1. Purpose

To provide an orderly and sequential process whereby employee performance requiring corrective action (which shall include but not be limited to employee suspension or discharge) may be handled.

##### 2. Right to Association Representation

The affected employee shall have the right, at any and all steps of this procedure, to have a representative of the Association accompany her/him. Any such representative shall be identified as such to all parties.

##### 3. Utilization in Lieu of Grievance Procedure

This procedure will be utilized in lieu of the Grievance Procedure (Article Twenty-Seven) with the understanding that the affected employee may request submission of her/his appeal to advisory arbitration as indicated in Step Four.

##### 4. Nonapplicability to Probationary Employees

Cases of employee performance requiring corrective action or discharge which occur during an employee's probationary period will not be subject to this procedure.

#### Section 2: Procedural Steps

##### Step One: Immediate Supervisor

##### 1. Written Notice

- a. When any problem areas develop or specific performance deficiencies become apparent (including charges brought by any other person), the affected employee shall be given written notice of the alleged problem(s).
- b. Distribution of Written Notice
  - Employee (original)

- Employee's supervisor
- Any intermediate supervisor(s)
- Appropriate Vice President
- Employee's personnel file.

## 2. Conference

- a. A conference shall be held forthwith between the employee and her/his supervisor.
- b. The supervisor shall be as specific as possible in recommending courses of action that seem to be indicated.
- c. Written Summary of Conference
  - (1) The employee shall receive a written summary of the conference within five (5) working days following the conference.
  - (2) The employee shall be given an opportunity to review the summary and respond to it in writing prior to its insertion in her/his personnel records.
  - (3) Both the supervisor and the employee shall sign the summary; however, signature of employee shall not necessarily mean concurrence with its content but will acknowledge receipt of the summary.
  - (4) The written summary shall be distributed as indicated in Paragraph 1b.

## 3. Continuous Monitoring of Employee's Performance

The supervisor shall continuously monitor the employee's performance to note if improvement is forthcoming.

## 4. Interim Evaluation Conference(s)

- a. Within twenty (20) working days of the initial conference another conference(s) shall be held by the supervisor and the employee to review the progress of the employee.
- b. A written summary of each conference shall be distributed as indicated in Paragraph 1b.



5. **Final Written Assessment of Progress**

- a. If, as a result of the subsequent review conference(s), the supervisor, in her/his professional judgement determines that the employee has not made sufficient improvement to comply with the College standards, the supervisor shall issue a written assessment of the progress to the employee and indicate the date (no less than ten (10) working days after the date of the initial evaluation conference) on which her/his recommendation will be made regarding corrective action or dismissal.
- b. The written assessment shall be distributed as described in Paragraph 1b.

6. **Final Conference and Supervisor's Final Recommendations**

- a. A final conference will be held on the date indicated on the written summary described in Paragraph 5a to inform the employee of the supervisor's recommendations.
- b. A written summary shall be distributed as described in Paragraph 1b.

**Step Two: President**

- 1. If corrective action or dismissal is indicated by the supervisor, the supervisor shall within five (5) working days refer her/his recommendations in writing to the President of the College or her/his designee who shall:
  - a. Review them;
  - b. Upon timely request by the employee, afford the employee an opportunity for an informal conference.
- 2. The President or her/his designee shall within thirty (30) working days take such action as she/he deems appropriate.
- 3. A written notice of the decision of the President or her/his designee shall be distributed as described in Paragraph 1b.

**Step Three: Board of Trustees**

1. If the employee is dissatisfied with the decision of the President or her/his designee, said employee may file a written request to the Board within five (5) working days of receipt of the decision of the President or her/his designee for a non-public informal hearing before the Board.
2. The Board may review and act on the submitted appeal as a whole or may delegate the authority to act in its behalf to a committee of its members. Such decisions shall be in the sole discretion of the Board.
3. Within thirty (30) working days of receipt of the employee's request, the Board shall schedule a hearing for the employee.
4. Within thirty (30) working days after the hearing the Board shall distribute a written notice of its decision as described in Paragraph 1b with an additional copy furnished to the College President.

**Step Four: Advisory Arbitration**

1. The decision of the Board (if the affected employee carries her/his appeal through that step) shall be final provided, however, that the employee may request submission of the appeal to an impartial arbitrator for the purpose of advisory arbitration.
2. Any such arbitrator will be selected pursuant to the rules and procedures of the Public Employment Relations Commission of the State of New Jersey.
3. The arbitrator so selected shall be afforded access to all documentation used in the prior internal steps of this procedure.
4. Neither party shall be bound by the decision of the arbitrator.
5. The cost of the arbitrator shall be borne equally by the Association and the Board.
6. Decision to submit an appeal to such advisory arbitration must be evidenced by action no later than ten (10) working days after receipt of the Board's decision by the employee. Expiration of this period shall preclude further processing of the appeal except to the extent provided by law outside of the limitations of this procedure and Agreement.

**ARTICLE TWENTY-SEVEN****GRIEVANCE PROCEDURE****Section 1: Purpose**

The grievance procedure is established to provide an orderly and sequential process whereby employees are able to grieve the interpretation, application or violation of those College policies, agreements and administrative decisions, which affect their terms and conditions of employment.

**Section 2: Definition of Terms as Used Herein****College**

Burlington County College, County Route 530, Pemberton, New Jersey 08068-1599.

**Board or Employer**

Burlington County College Board of Trustees and its authorized representatives.

**Unit**

The Collective Bargaining Unit described in Article Three (Recognition of Employee Representative).

**Employee and Unit Member**

Any individual in the Bargaining Unit recognized in Article Three (Recognition of Employee Representative).

**Association**

The Burlington County College Supportive Staff Association.

**Agreement**

The Collective Agreement by and between the Board of Trustees of the Burlington County College and the Burlington County College Supportive Staff Association covering the period of July 1, 1998 through June 30, 2004.

**Immediate Supervisor**

The Executive or Administrative staff member to whom an employee is directly responsible under the table of organization prevailing at the College.

### Working Day(s)

Any day (Monday through Friday) that the College is open to conduct business. Excluded are official College holidays, weekends, and any days the College is closed due to severe inclement weather or when prevented by health conditions, catastrophes, emergencies, or Acts of God (as indicated in Article Sixteen: Closing of the College).

### Grievant

Persons and/or Association filing a grievance.

### Grievance Types

#### 1. College Policy and/or Administrative Decision

- a. An appeal of the interpretation, application, or violation of one or more College policies and/or administrative decisions effecting the employee's terms and conditions of employment.
- b. This type of grievance shall be processed only through Step Three of the Grievance Procedure.

#### 2. Terms of This Agreement

- a. An appeal of the interpretation, application, or violation of one or more terms of this Agreement.
- b. This type of grievance may be processed through any and all steps of the Grievance Procedure.

### Section 3: Exclusions

The following shall be excluded from the grievance procedure above Step One:

1. Termination of employment during the probationary period.
2. Any request for position reevaluation and any determinations of any and all steps of Article Eighteen (Personnel Salary Actions), Section 6 (Position Evaluation and Classification).

3. Decisions of the College in exercising discretion concerning requests for and terms and conditions of leaves of absence.
4. Any matter herein expressly made non-grievable.

#### **Section 4: General Rules**

##### **1. Time Limits**

- a. The number of days indicated at each step of this grievance procedure should be considered as maximum and reasonable effort should be made to expedite the process.
- b. Failure of an aggrieved employee to act under the grievance procedures enumerated herein within the designated day period shall be deemed to constitute a waiver or abandonment of the grievance.
- c. Failure by the College to answer within the designated day periods shall entitle the aggrieved employee to appeal to the next step.
- d. Response by the College to an employee at any step shall be made to the employee no later than the end of her/his normal work shift of the final day of the appropriate designated day period.
- e. By mutual written agreement, the parties may waive the time limits at any step of the grievance procedure.

##### **2. Documentation**

- a. At each step of the grievance procedure, a copy of every document concerned with the processing of the grievance shall be provided to the Executive Director of Human Resources and College Policy /Chief Negotiator.
- b. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of participants. Information concerning a participant's involvement in a grievance shall be considered privileged data and not subject to distribution or dissemination.
- c. No consideration will be given to any document or other material to which all parties to the grievance are not afforded access with time for response.

### 3. Meetings

- a. In the processing of a grievance, any party shall have the right to designate a representative to appear with her/him. Such representative must be identified to all parties to the grievance before any meetings in which she/he is to participate.
- b. All grievance meetings shall be open to participants, their authorized representatives and to persons presenting information before any meetings concerned with the processing of a grievance.
- c. Parties named in the grievance or anyone else believed to possess information pertinent to the grievance may be invited, but not required, to present such information at any meeting provided for the hearing of a grievance in the steps of this procedure.

### 4. Hearings

- a. The grievant shall have the right to a hearing at any and all steps of the grievance procedure. Requests for hearings must be indicated in the statement of grievance and/or in any grievance determination appeal.
- b. The College has the right to hold a hearing at any step of the grievance procedure and to require the grievant to attend same except for those grievants who withdraw at any step.

### 5. No Reprisals

No reprisals shall be taken against any employee for initiating or participating in any grievance.

### 6. Withdrawal of a Grievance

A grievance may be withdrawn at any time by the aggrieved employee and such withdrawal shall constitute a waiver of further action. However, if in the judgement of the Association, the grievance affects the general welfare of its members as a whole, the grievance may continue to be processed as a grievance of the Association.

### 7. Group Grievance

If, the judgement of the Association, a grievance affects a group or class of employees, the Association may submit such grievance and may process it through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

## **Section 5: Procedure**

### **Step One: Informal Discussion with Immediate Supervisor**

- a. It is recognized that a grievance should be settled promptly and as close to its source as possible. Informal discussions between the parties directly involved in the grievance are essential in the early stages of a disagreement and are encouraged.
- b. An employee shall initially seek redress for her/his alleged grievance through informal discussion with her/his supervisor. This discussion shall take place within ten (10) working days after its occurrence could have reasonably been expected to be known by the grievant.

### **Step Two: Written Statement to Immediate Supervisor**

#### **a. Written Statement of Grievance**

In the event the matter is not resolved informally within five (5) working days of its initial presentation to the immediate supervisor, the aggrieved employee shall prepare and file a written "Statement of Grievance" on a mutually agreeable form.

#### **b. Contents of "Statement of Grievance"**

The statement shall include, but not necessarily be limited to the following:

- Name of grievant.
- Title and article number, title and section number, and title and paragraph number of the provision of the Agreement which has allegedly been misapplied, misinterpreted, or violated.
- Date(s) the grievance occurred.
- Date(s) of informal discussion as described in Step One.
- Facts giving rise to the grievance.
- Relief requested.

#### **c. Distribution of Written Statements by Employee**

- Immediate supervisor (original)

- Any intermediate supervisor(s)
- Appropriate Vice President
- Executive Director of Human Resources and College Policy /Chief Negotiator

2. **Response of Supervisor**

- a. Within seven (7) working days after receipt of the Statement of Grievance, the immediate supervisor shall give her/his answer in writing to the aggrieved employee.
- b. Distribution of Response by Immediate Supervisor
  - Aggrieved employee (original)
  - Employee's immediate supervisor
  - Any intermediate supervisor(s)
  - Appropriate Vice President
  - Executive Director of Human Resources and College Policy /Chief Negotiator

**Step Three: Written Statement to President or her/his Designee**

1. **First Endorsement to Statement of Grievance**

- a. If the grievance is not resolved within seven (7) working days after receipt of the immediate supervisor's written answer, the aggrieved employee shall prepare and file a written First Endorsement to the "Statement of Grievance" on a mutually agreeable form.
- b. Contents of First Endorsement
  - Statement of Grievance
  - Reply of immediate supervisor
- c. Distribution of First Endorsement by Employee
  - College President or her/his designee (original)
  - Employee's immediate supervisor
  - Any intermediate supervisor(s)



- Appropriate Vice President
- Executive Director of Human Resources and College Policy /Chief Negotiator

## 2. Response of President

- a. Within seven (7) working days after receipt of the First Endorsement, the President or her/his designee shall communicate her/his answer in writing to the aggrieved employee.
- b. Distribution of Response of President
  - Aggrieved employee (original)
  - Employee's immediate supervisor
  - Any intermediate supervisor(s)
  - Appropriate Vice President
  - Executive Director of Human Resources and College Policy /Chief Negotiator

## Step Four: Written Statement of Board of Trustees

### 1. Second Endorsement to Statement of Grievance

- a. If the grievance is not resolved within seven (7) working days after receipt of the President's or her/his designee's written answer, the aggrieved employee shall prepare and file a written Second Endorsement to the "Statement of Grievance" on a mutually agreeable form.
- b. Contents of Second Endorsement
  - Statement of Grievance
  - Reply of immediate supervisor
  - First Endorsement
  - Reply of President

c. Distribution of Second Endorsement by Employee

- Board of Trustees (original)
- Immediate supervisor
- Any intermediate supervisor(s)
- Appropriate Vice President
- President
- Executive Director of Personnel Affairs and College Policy/Chief Negotiator

2. Reply of Board of Trustees

- a. The Board may review and act on submitted grievances as a whole or may delegate the authority to act in its behalf to a committee of its members. Such decisions shall be in the sole discretion of the Board.
- b. Within thirty (30) working days after receipt of the Second Endorsement, the Board shall communicate its answer in writing to the aggrieved employee.
- c. Distribution of Reply of Board
  - Aggrieved employee (original)
  - Immediate supervisor
  - Any intermediate supervisor(s)
  - Appropriate Vice President
  - President
  - Executive Director of Personnel Affairs and College Policy/Chief Negotiator

Step Five: Advisory Arbitration

1. The decision of the Board shall be final provided, however, that any party to the grievance may request submission of the grievance to an impartial arbitrator.

2. Any such arbitrator will be selected pursuant to the rules and procedures of the Public Employment Relations Commission of the State of New Jersey.
3. The arbitrator so selected shall be afforded access to all documentation used in the prior internal steps in the grievance procedure, but shall not have the authority to alter, change or otherwise affect the terms of this Agreement and shall address her/his judgement solely to the grievance presented.
4. The costs of the arbitrator shall be borne equally by the Association and the Board.
5. Decision to submit a grievance to such advisory arbitration must be evidenced by action no later than ten (10) working days after receipt of the decision of the Board by the aggrieved employee. Expiration of this period shall preclude further processing of the grievance except to the extent provided by law outside of the limitations of this procedure and Agreement.

APPENDIX IPOSITIONS REPRESENTED BY ASSOCIATION WITH ASSIGNED TITLES AND GRADESJOB CLASSIFICATION: SECRETARIAL/CLERICAL (35 HOUR PER WEEK POSITIONS)Grade 1

None

Grade 2

None

Grade 3

None

Grade 4

Financial Aid Clerk

Information Receptionist/Clerk (College Relations & Publications)

Library Monitor

Library Circulation Clerk (Evening)

Grade 5

Accounts Payable Clerk

Faculty Secretary (Language & Literature)

Faculty Secretary (Science/Math/Technology)

Secretary (Veterans Affairs)/Faculty Secretary

Secretary (JTPA CES)

Telephone Operator

**Grade 6**

Data Input Clerk (Admissions)

Data Input Clerk (Registration)

Mail Clerk

Secretary (Office of the Director of Contracted Educational Services)

Secretary/Data Input Clerk (Registration)

Secretary (EOF Program)

Secretary (JOBS NJ Program)

Secretary (JTPA CES)

Secretary (GED/ABE/ESL Programs)

Secretary (Physical Plant Operations)

Secretary (RSVP)

Secretary (Security & Safety)

Secretary (Student Development)

Secretary/Receptionist

Secretary (College Extension Services)

Test Assistant

Material Handler

**Grade 7**

Accounting Expediter

Communications Coordinator (Administrative Services)

Secretary (Administrative Services)

Secretary (College Extension Svcs)

Secretary (Financial Aid and Student Services)

Secretary (JTPA CES)

**Grade 8**

Accounting Assistant  
Admissions Coordinator  
Cashier/Clerk  
Secretary (College Foundation)  
Secretary (Incubator)  
Print Shop Clerk

**Grade 9**

Administrative Aide (JTPA CES)  
Billing Coordinator (Accounting)  
Bookkeeper (Accounts Payable)  
Bookkeeper (CODE)  
Financial Aid Accounts Bookkeeper (Financial Aid)  
General Cashier (Accounting)  
Secretary (Business and Industry – Customized Training)  
Secretary (Business & Workforce Development)  
Secretary to Dean of Student Svcs.  
Secretary (Office of Student Development)  
Secretary (Office of Community Services)  
Secretary (Humanities & Social Science)  
Secretary (Language & Literature)  
Secretary (Nursing Program)  
Secretary (Science/Math/Technology)  
Secretary (Student Activities & Intercollegiate Athletics)  
Secretary/Technical Reinvestment Project

**Grade 10**

None

**Grade 11**

None

**Grade 12**

None

**Grade 13**

None

**Grade 14**

None

**Grade 15**

None

**Grade 16**

None

**Grade 17**

None

**Grade 18**

None

**Grade 19**

None

**JOB CLASSIFICATION: TECHNICAL (35 HOUR PER WEEK POSITIONS)****Grade 1**

None

**Grade 2**

None

**Grade 3**

None

**Grade 4**

None

**Grade 5**

Library Technical Assistant (Reference/Circulation)

**Grade 6**

Library Technical Assistant (Non-Print Media)

Coordinator Mt. Laurel Extension Services

Evening Educational Services Assistant (College Extension Services)

Technician for Athletics/Intramurals/Relation/Aquatics

Purchasing Technician I

**Grade 7**

Library Technical Assistant (Acquisitions)

**Grade 8**

Accounts Payable Bookkeeper

Bindery/Offset Press Operator

Financial Aid Advisor I

Graphic Arts Laboratory Technician

Offset Press Operator

Library Technician



Photography Laboratory Technician

Recruitment Advisor

Telecourse Program Coordinator

Technical Paraprofessional

Veterans Affairs Financial Aid Advisor

#### **Grade 9**

Academic Support Services Assistant

Coordinator of Academic Tutoring Services

Coordinator of Academic Records

Community Services Registration Coordinator

Distance Learning Coordinator

Evaluation Coordinator (Test Center)

Head Aquatic Instructor

Library Resource Technician-Career Adaptive Learning Center

Personnel Technician – Employment

Personnel Technician – Office Systems

Personnel Technician

Placement Coordinator (Test Center)

Purchasing Technician II

Section Coordinator (Admissions)

Section Coordinator (Registration)

Science Laboratory Technician

Special Test Coordinator (Test Center)

#### **Grade 10**

Coordinator of Student Accounts (Accounting)

Computer-Managed Instruction Technician (Test Center)

Offset Press Operator/Maintenance Technician

Offset Press Technician

Grants Accountant Contr. Educational. Services

Plant Inventory Controller

Veterans Affairs Assistant

### Grade 11

Jr. Audio/Video Technician

Payroll Specialist

Technician: Computer Aided Drafting, Construction Management &  
Computer Integrated Manufacturing (CIM)

### Grade 12

Accountant General

Audio-Visual Technician (Videocommunication Services)

Benefits Specialist

Coordinator of Non-Credit Aquatic Program (Community Services)

Purchasing Assistant

Print Facility Foreperson

Senior Engineer

Material Management Technician

Video Producer/Programming Technician

### Grade 13

Videocommunications Services Technician

Software and Research Technician

### Grade 14

Coordinator of College Extension Services

Cooperative Education and Job Placement Coordinator

Financial Aid Coordinator

Financial Aid Officer

Graphic Artist

Job Developer (JTPA CES - Cooperative Education and Placement)

Occupational Development Specialist

Lead Financial Advisor

**Grade 15**

Videocommunications Coordinator/Chief Engineer

**Grade 16**

**Grade 17**

Lead Data Communications Technician

**Grade 18**

**Grade 19**

**JOB CLASSIFICATION: MAINTENANCE/CUSTODIAL (40 HOUR PER WEEK POSITIONS)****Grade A**

Custodian

**Grade B**

Courier/Supply Assistant

Custodian/Pool Attendant

Grounds/Maintenance Assistant

Custodian

**Grade C**

Custodial Foreperson

**Grade D**

None

**Grade E**

Maintenance Coordinator

**Grade F**

Groundskeeper

Maintenance Mechanic

Stationary Engineer

Maintenance Mechanic/Electrician

Maintenance Mechanic/Painter

Automotive Mechanic

**Grade G**

Lead Stationary Engineer

**Grade H**

Lead Maintenance Mechanic

**Grade I**

None

**Grade J**

None

**APPENDIX II**  
**SUPPORTIVE STAFF SALARY RANGE CHARTS**

**Effective July 1, 1998**

**35 Hour Per Week Positions**

<b><u>Grade</u></b>	<b><u>Minimum</u></b>	<b><u>Maximum</u></b>	<b><u>Grade</u></b>
1	\$10,602	\$20,854	1
2	11,342	22,315	2
3	12,138	23,873	3
4	12,987	25,545	4
5	13,898	27,337	5
6	14,872	29,252	6
7	15,910	31,299	7
8	17,025	33,487	8
9	18,217	35,830	9
10	19,493	38,344	10
11	20,855	41,022	11
12	22,316	43,896	12
13	23,876	46,967	13
14	25,549	50,256	14
15	27,339	53,775	15
16	29,252	57,355	16
17	31,299	61,568	17
18	33,489	65,875	18
19	35,834	70,488	19

Effective July 1, 199935 Hour Per Week Positions

<u>Grade</u>	<u>Minimum</u>	<u>Maximum</u>	<u>Grade</u>
1	\$10,973	\$21,584	1
2	11,739	23,096	2
3	12,563	24,709	3
4	13,442	26,439	4
5	14,384	28,294	5
6	15,393	30,276	6
7	16,467	32,394	7
8	17,621	34,659	8
9	18,855	37,084	9
10	20,175	39,686	10
11	21,585	42,458	11
12	23,097	45,432	12
13	24,712	48,611	13
14	26,443	52,015	14
15	28,296	55,657	15
16	30,276	59,362	16
17	32,394	63,723	17
18	34,661	68,181	18
19	37,088	72,955	19

Effective July 1, 2000  
35 Hour Per Week Positions

<u>Grade</u>	<u>Minimum</u>	<u>Maximum</u>	<u>Grade</u>
1	\$11,357	\$22,339	1
2	12,150	23,904	2
3	13,003	25,574	3
4	13,912	27,364	4
5	14,887	29,284	5
6	15,932	31,336	6
7	17,043	33,528	7
8	18,238	35,872	8
9	19,515	38,382	9
10	20,881	41,075	10
11	22,340	43,944	11
12	23,905	47,022	12
13	25,577	50,312	13
14	27,368	53,836	14
15	29,286	57,605	15
16	31,336	61,440	16
17	33,528	65,953	17
18	35,874	70,567	18
19	38,386	75,508	19



Effective July 1, 2001  
35 Hour Per Week Positions

<u>Grade</u>	<u>Minimum</u>	<u>Maximum</u>	<u>Grade</u>
1	\$11,754	\$23,121	1
2	12,575	24,741	2
3	13,458	26,469	3
4	14,399	28,322	4
5	15,408	30,309	5
6	16,490	32,433	6
7	17,640	34,701	7
8	18,876	37,128	8
9	20,198	39,725	9
10	21,612	42,513	10
11	23,122	45,482	11
12	24,742	48,668	12
13	26,472	52,073	13
14	28,326	55,720	14
15	30,311	59,621	15
16	32,433	63,590	16
17	34,701	68,261	17
18	37,130	73,037	18
19	39,730	78,151	19

Effective July 1, 200235 Hour Per Week Positions

<u>Grade</u>	<u>Minimum</u>	<u>Maximum</u>	<u>Grade</u>
1	\$12,165	\$23,930	1
2	13,015	25,607	2
3	13,929	27,395	3
4	14,903	29,313	4
5	15,947	31,370	5
6	17,067	33,568	6
7	18,257	35,916	7
8	19,537	38,427	8
9	20,905	41,115	9
10	22,368	44,001	10
11	23,931	47,074	11
12	25,608	50,371	12
13	27,399	53,896	13
14	29,317	57,670	14
15	31,372	61,708	15
16	33,568	65,816	16
17	35,916	70,650	17
18	38,430	75,593	18
19	41,121	80,886	19

Effective July 1, 2003  
35 Hour Per Week Positions

<u>Grade</u>	<u>Minimum</u>	<u>Maximum</u>	<u>Grade</u>
1	\$12,530	\$24,648	1
2	13,405	26,375	2
3	14,347	28,217	3
4	15,350	30,192	4
5	16,427	32,311	5
6	17,579	34,575	6
7	18,805	36,993	7
8	20,123	39,580	8
9	21,532	42,348	9
10	23,039	45,321	10
11	24,649	48,486	11
12	26,376	51,882	12
13	28,221	55,513	13
14	30,197	59,400	14
15	32,313	63,559	15
16	34,575	67,790	16
17	36,993	72,770	17
18	39,583	77,861	18
19	42,355	83,313	19

Effective July 1, 1998

40 Hour Per Week Positions

<u>Grade</u>	<u>Minimum</u>	<u>Maximum</u>	<u>Grade</u>
A	\$15,027	\$28,925	A
B	16,001	30,838	B
C	17,042	32,889	C
D	18,154	35,075	D
E	19,348	37,418	E
F	20,622	39,929	F
G	21,986	42,613	G
H	23,445	45,483	H
I	25,009	48,556	I
J	26,678	51,845	J

Effective July 1, 199940 hour Per Week Positions

<u>Grade</u>	<u>Minimum</u>	<u>Maximum</u>	<u>Grade</u>
A	\$15,553	\$29,937	A
B	16,561	31,917	B
C	17,638	34,040	C
D	18,789	36,303	D
E	20,025	38,728	E
F	21,344	41,327	F
G	22,756	44,104	G
H	24,266	47,075	H
I	25,884	50,255	I
J	27,612	53,660	J

Effective July 1, 2000

40 hour Per Week Positions

<u>Grade</u>	<u>Minimum</u>	<u>Maximum</u>	<u>Grade</u>
A	\$16,097	\$30,985	A
B	17,141	33,034	B
C	18,255	35,231	C
D	19,447	37,574	D
E	20,726	40,083	E
F	22,091	42,773	F
G	23,552	45,648	G
H	25,115	48,723	H
I	26,790	52,014	I
J	28,578	55,538	J

June 16, 1998

Effective July 1, 2001  
40 hour Per Week Positions

<u>Grade</u>	<u>Minimum</u>	<u>Maximum</u>	<u>Grade</u>
A	\$16,660	\$32,069	A
B	17,741	34,190	B
C	18,894	36,464	C
D	20,128	38,889	D
E	21,451	41,486	E
F	22,864	44,270	F
G	24,376	47,246	G
H	25,994	50,428	H
I	27,728	53,834	I
J	29,578	57,482	J

Effective July 1, 2002

40 hour Per Week Positions

<u>Grade</u>	<u>Minimum</u>	<u>Maximum</u>	<u>Grade</u>
A	\$17,243	\$33,191	A
B	18,362	35,387	B
C	19,555	37,740	C
D	20,832	40,250	D
E	22,202	42,938	E
F	23,664	45,819	F
G	25,229	48,900	G
H	26,904	52,193	H
I	28,698	55,718	I
J	30,613	59,494	J

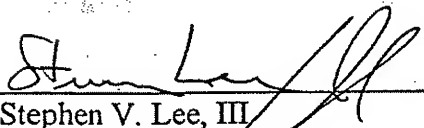


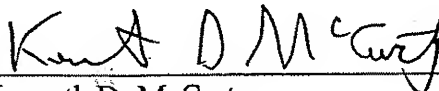
Effective July 1, 2003

40 hour Per Week Positions


<u>Grade</u>	<u>Minimum</u>	<u>Maximum</u>	<u>Grade</u>
A	\$17,760	\$34,187	A
B	18,913	36,449	B
C	20,142	38,872	C
D	21,457	41,458	D
E	22,868	44,226	E
F	24,374	47,194	F
G	25,986	50,367	G
H	27,711	53,759	H
I	29,559	57,390	I
J	31,531	61,279	J


BOARD OF TRUSTEES  
BURLINGTON COUNTY COLLEGE

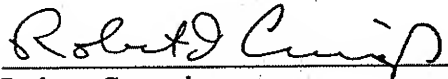
  
Stephen V. Lee, III  
Chairman of the Board

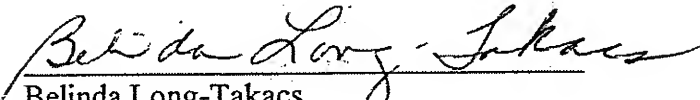
  
Kenneth D. McCarty  
Chief Negotiator


BURLINGTON COUNTY COLLEGE  
SUPPORTIVE STAFF ASSOCIATION

  
Rosita Haas  
Chief Negotiator

  
Susan Wussow  
President

  
Robert Cummings  
Negotiator

  
Belinda Long-Takacs  
Negotiator

  
Emile Emmons  
Negotiator

Date Signed: JUNE 16, 1998

Date Signed: 6/16/98

June 16, 1998

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